

**SIDLEY & AUSTIN**  
A PARTNERSHIP INCLUDING PROFESSIONAL CORPORATIONS

2049 CENTURY PARK EAST  
LOS ANGELES, CALIFORNIA 90067  
213: 553-8100 TELEX 18-1391

55 EAST 52ND STREET  
NEW YORK, NEW YORK 10055  
212: 486-7717 TELEX 97-1696

1722 EYE STREET, N.W.  
WASHINGTON, D.C. 20006  
202: 429-4000 TELEX 89-463

31 ST. JAMES'S SQUARE  
LONDON, SW1Y 4JR, ENGLAND  
01: 930-5596 TELEX 21781

ONE FIRST NATIONAL PLAZA  
CHICAGO, ILLINOIS 60603  
TELEPHONE 312: 853-7000  
TELEX 25-4364

P.O. BOX 190  
MUSCAT, SULTANATE OF OMAN  
722-411 TELEX 3266

P.O. BOX 4619  
DEIRA, DUBAI-U.A.E.  
9714-283194 TELEX 47216

5 SHENTON WAY  
SINGAPORE 0106  
65 224-5000 TELEX 28754  
  
SIDLEY & AUSTIN & NAGUIB  
AHMED NESSIM STREET, 3  
GIZA, CAIRO, EGYPT  
729-499 TELEX 93750

September 8, 1983

Secretary  
Interstate Commerce Commission  
Washington, D.C. 20423

Dear Secretary:

On behalf of The First National Bank of Chicago, enclosed is the original of the document described below to be recorded pursuant to Section 11303 of Title 49 of the U.S. Code together with one copy of the cover page of such document.

This document is a ETC Cars Security Agreement No. 3, a primary document, dated as of September 8, 1983.

The names and addresses of the parties to the document are as follows:

Grantors:

North American Car Corporation  
33 West Monroe St.  
Chicago, Illinois 60603

and

North American Car (Canada) Limited  
33 West Monroe St.  
Chicago, Illinois 60603

Collateral Agent:

The First National Bank of Chicago  
One First National Plaza  
Chicago, Illinois 60670

SIDLEY & AUSTIN

CHICAGO 60603

Secretary  
Interstate Commerce Commission  
Page 2  
September 8, 1983

It is impractical to set forth herein a description of the equipment covered by the document, but such description is contained in the schedules, to such document.

A check in the amount of \$760 payable to the order of the Interstate Commerce Commission, \$50 of which is attributable to this document, is enclosed to cover the filing fee.

Please return the copy of the cover page of the document stamped as recorded to the person delivering this letter.

A short summary of the document to appear in the index follows:

ETC Cars Security Agreement No. 3  
dated September 8, 1983 among North American Car Corporation (the Company) 33 West Monroe St., Chicago, Illinois 60603, North American Car (Canada) Limited (the Canadian Company), 33 West Monroe St., Chicago, Illinois 60603 and The First National Bank of Chicago, One First National Plaza, Chicago, Illinois 60670, as Collateral Agent, granting to the Collateral Agent certain rights of the Company and the Canadian Company to the railroad equipment described in the schedules to such Agreement.

Very truly yours,

*Sidley & Austin*

NORTH AMERICAN CAR CORPORATION

NORTH AMERICAN CAR (CANADA) LIMITED

ETC CARS SECURITY AGREEMENT  
NO. 3

RECORDATION NO. 14148  
SEP. 12 1983 FILED 1425  
INTERSTATE COMMERCE COMMISSION  
THIS ETC CARS SECURITY AGREEMENT, dated as of  
September 8, 1983, is entered into by and among the Company,  
the Canadian Company and the Collateral Agent.

RECITALS

1. Concurrently with the Effective Date hereof, the Company, the Creditors and the Collateral Agent are entering into the Master Agreement pursuant to which, among other things, the Creditors have agreed to forbear from exercising certain remedies available to them as a result of certain defaults by the Company and have agreed to defer certain payments of principal and interest, and the Company in consideration therefor has agreed to grant the Creditors security interests in certain of its assets and properties;

2. Concurrently with the Effective Date hereof, the Creditors are entering into the Intercreditor Agreement pursuant to which, among other things, the Creditors have appointed The First National Bank of Chicago as Collateral Agent for the purpose, among other things, of holding and administering such security interests; and

3. The Company, the Canadian Company and the Collateral Agent are entering into this Security Agreement and other Security Documents pursuant to the Master Agreement for the purpose of granting to the Collateral Agent, for the benefit of the Creditors, a security interest in the railroad equipment described herein and therein and certain rights of the Company, the Canadian Company with respect thereto.

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and in order to secure the payment of the Obligations when and as the same shall become payable pursuant to the Master Agreement and the performance by the Company of its covenants and agreements contained in the Master Agreement and in this Security Agreement, the Company hereby grants to and creates in favor of the Collateral Agent a security interest in and to the following Collateral:

FIRST: Reversion. All right, title and interest of every kind and nature whatsoever, legal or equitable, hereafter vested in or conveyed or assigned to the Company in and to all units of railroad equipment described in Schedule 1 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto

pursuant to such Section 9(c), together with any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Company now or hereafter affixed to any unit of railroad equipment described in this Granting Clause First.

SECOND: Leaseholds. All right, title and interest of the Company in, to and under the leasehold interest now owned by or vested in the Company pursuant to any instrument (including any and all amendments thereto or supplements or modifications thereof) with respect to all units of railroad equipment described in Schedule 1 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto pursuant to such Section 9(c), together with any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Company now or hereafter affixed to any unit of railroad equipment described in this Granting Clause Second, and all rights, powers, privileges, options, claims, demands and other benefits of the Company under any instrument providing for the lease of any unit of railroad equipment described in this Granting Clause Second to the Company or otherwise with respect to such leasehold interest, including without limitation: (i) the immediate and continuing right to receive all rents, income, revenues, issues,

profits, casualty payments, insurance proceeds, condemnation payments, purchase price payments, proceeds and other moneys now or hereafter payable to or receivable by the Company with respect to such leasehold interest, (ii) all claims, demands, rights, powers, privileges and remedies now existing in or hereafter acquired by the Company with respect to such leasehold interest, whether now or hereafter existing under any instrument providing for the lease of any unit of railroad equipment described in this Granting Clause Second to the Company or by statute, at law, in equity or otherwise, as a result of any failure on the part of the lessor of such unit of railroad equipment to perform or comply with any of the terms, conditions or provisions of such instrument and (iii) the full and complete power and authority, whether in the name of the Company, as its attorney or agent or otherwise, to ask, demand, sue for, enforce, collect, receive and receipt for any and all sums to which the Company is or may become entitled with respect to such leasehold interest, including each item specified in clause (i) above, and otherwise to enforce compliance with all of the terms, conditions and provisions of each instrument providing for the lease of any unit of railroad equipment described in this Granting Clause Second to the Company with respect to such leasehold interest.

THIRD: Leases. All right, title and interest of the Company, as lessor, in, to and under each and every

existing or future lease (and each and every existing and future guarantee of or security for all or any of the obligations of the lessee thereunder), including any and all amendments thereto or supplements or modifications thereof, with respect to each unit of railroad equipment described in Schedule 1 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto pursuant to such Section 9(c), together with any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Company now or hereafter affixed to any unit of railroad equipment described in this Granting Clause Third and all rights, powers, privileges, options, claims, demands and other benefits of the Company, as lessor, under each and every such lease, including without limitation: (i) the immediate and continuing right to receive all rents, income, revenues, issues, profits, casualty payments, insurance proceeds, condemnation payments, purchase price payments, proceeds and other moneys now or hereafter payable to or receivable by the Company, as lessor thereunder, (ii) all claims, demands, rights, powers, privileges and remedies now existing in or hereafter acquired by the Company, as lessor thereunder, whether now or hereafter existing under any of such leases or guarantees or by statute, at law, in equity or otherwise, as a result of any failure on the part of any

lessee under any such lease (or of any guarantor under any such guarantee) to perform or comply with any of the terms, conditions or provisions of any such lease or guarantee and (iii) the full and complete power and authority, whether in the name of the Company, as its attorney or agent or otherwise, to ask, demand, sue for, enforce, collect, receive and receipt for any and all sums to which the Company is or may become entitled under any such lease or guarantee, including each item specified in clause (i) above, and otherwise to enforce compliance with all terms, conditions and provisions of any such lease or guarantee.

FOURTH: Insurance and Condemnation Proceeds. All right, title and interest of the Company in and to all awards, compensation or damages for or on account of the taking by Eminent Domain of, and all insurance proceeds payable to or receivable by the Company for or on account of the loss, damage, destruction or taking by Eminent Domain of, any unit of railroad equipment described in Schedule 1 hereto, as the same may be amended, modified, supplemented or restated from time to time pursuant to Section 9(c) hereof, and in any new Schedule added hereto pursuant to such Section 9(c), and any and all units of railroad equipment substituted therefor and all accessories, additions, improvements, parts and equipment owned by the Company now or hereafter affixed to any unit of railroad equipment

described in this Granting Clause Fourth, together with the immediate and continuing right and authority to receive all such awards, compensation, damages and proceeds and, in the name of the Company, as its attorney or agent or otherwise, to ask, demand, sue for, enforce, collect, receive and receipt for any and all sums to which the Company is or may become entitled in any proceeding for such taking by Eminent Domain or under any insurance policy insuring against any such loss, damage, destruction or taking and otherwise to enforce any of the Company's rights, powers or privileges with respect thereto.

SUBJECT; HOWEVER, as to the security interest granted and created by Granting Clause Third hereof in any Unit described in:

(a) Schedule 1 hereto, to the right, title and interest, if any, of the trustee under the Existing Prior Lien Agreement; and

(b) Any Schedule added hereto pursuant to Section 9(c) hereof, to the right, title and interest, if any, of the trustee of the Substitute Prior Lien Agreement specified in such Schedule.

PROVIDED, HOWEVER, that if, but only to the extent that, a court of competent jurisdiction shall hold in a

final, unappealable decision in a proceeding in which the Collateral Agent has been a party or has had the opportunity to participate that any security interest granted and created by these Granting Clauses in or with respect to any Unit described in any Schedule hereto would, but for the effect of this paragraph, constitute a default or an event of default of sufficient materiality under a particular Prior Lien Agreement to permit the trustee thereunder to accelerate the maturity of the equipment trust certificates outstanding thereunder, or to foreclose its interest in the railroad equipment (or any sublease thereof) subject thereto, then, except as provided in the next sentence, such security interest shall be ab initio of no force and effect, except that such security interest shall in all events be valid and effective as against the Company and all persons claiming by, through or under the Company from and after the satisfaction and discharge of such Prior Lien Agreement. Neither the Company nor any person claiming by, through or under the Company (other than such trustee, its successors and assigns (excluding the Company) and such holders) shall assert against the Collateral Agent, and the Company and all such persons shall be estopped from claiming against the Collateral Agent, the invalidity or ineffectiveness of such security interest.

1. Definitions. For all purposes of this Security Agreement, and unless the context otherwise requires, all capitalized terms used herein without definition shall have the meanings set forth on Exhibit A hereto.

2. Attachment of Security Interests. The security interest granted and created hereby shall attach to the Collateral upon the Effective Date.

3. Validity of Leasehold; Liens. The Company represents and warrants that the Company has a good and valid leasehold interest in the Equipment pursuant to the Existing Prior Lien Agreement, and such leasehold and the Equipment are free and clear of all Liens except the Liens of the Existing Prior Lien Agreement and this Security Agreement and Liens not prohibited under Section 5.01 of the Master Agreement other than clause (a) thereof.

4. Maintenance and Repair. The Company will maintain and keep, or cause others to maintain and keep, each Unit in good order and repair in accordance with industry standards, all without cost or expense to the Collateral Agent or the Creditors, unless and until it becomes worn out, unsuitable for use, lost, stolen, destroyed or taken by Eminent Domain (herein called a "Casualty Occurrence"). For purposes of this Section 4, the term "unsuitable for use" shall include any condition in which a Unit is no longer usable for the purpose or purposes for which it was designed (or an alternative purpose or purposes provided that no material impairment in the fair market value or the remaining useful life shall arise therefrom),

whether by virtue of its physical condition or the effect of any applicable law, rule, regulation or order.

The Company will, or will cause others to, comply in all respects with all laws (including, without limitation, laws with respect to the use, maintenance and operation of each Unit) of the jurisdictions in which operations involving the Units may extend, with the interchange rules of the Association of American Railroads and with all lawful rules of the United States Department of Transportation, the Interstate Commerce Commission and any other legislative, executive, administrative or judicial body exercising any power or jurisdiction over the Units, to the extent that such laws and rules affect the title, operation or use of the Units, and in the event that such laws or rules require any alteration, replacement or addition of or to any part of any Unit, the Company will, or will cause others to, comply therewith, all without cost or expense to the Collateral Agent or the Creditors.

For the purposes of enabling the Company to meet the transportation requirements of present and future lessees and sublessees, the Company may from time to time make, or cause to be made, changes and alterations in the design, structure and equipment of any Units constituting a part of the Collateral, all at the expense of the Company; provided,

however, that no material impairment in the fair market value or the remaining useful life shall result therefrom.

The Collateral Agent, by its agents, shall have the right to inspect the Equipment, or any portion thereof, at such times and from time to time as it shall reasonably request at the then existing locations thereof.

5. Possession and Use; Indemnification. Except as expressly provided in this Section 5, the Company shall not assign, transfer or grant or create any security interest in the Collateral, or transfer, lease or sublease the Equipment or any part thereof or assign, pledge, mortgage, grant or create a security interest in, transfer or otherwise dispose of any rights under any lease or sublease of the Equipment without the prior written consent of the Collateral Agent; and the Company shall not, without such prior written consent, except as provided herein, part with the possession of, or suffer or allow to pass out of its control, any of the Equipment.

So long as no Default shall have occurred and be continuing, the Company shall be entitled to furnish the Equipment or any Unit thereof to railroad companies for use upon the lines of railroad owned or operated by them or their Affiliates or over which they have trackage or other

operating rights and upon connecting and other lines of railroad in the usual interchange traffic, or to others than railroad companies for use in the normal course of their respective businesses, and shall also be entitled to lease or sublease all or any part of the Equipment; provided, however, that no Equipment shall be so furnished, leased or subleased except in compliance with the Master Agreement; provided, further, that the aggregate AAR Value of Units leased or subleased to any one lessee or sublessee and its Affiliates shall not exceed 25% of the aggregate AAR Value of all the Equipment; and provided, further, that the Company shall not suffer or allow (i) Units having an aggregate AAR Value in excess of 5% of the aggregate AAR Value of all the Equipment to be located at any time in Mexico, (ii) any material number of Units, other than Units which are more than 20 years old and Units subject to valid and effective leases, to be located at any time in Mexico and (iii) any material number of Units to be located in Provinces of Canada in which the security interest of the Collateral Agent hereunder shall not have been effectively protected by the recordings and filings made pursuant to Section 8 hereof.

Each such lease or sublease may provide that the lessee or sublessee, as the case may be, but only so long as it shall not be in default under such lease or sublease,

shall be entitled to the possession and use of the Units covered thereby, and, subject to the provisions of Section 6 hereof, may provide for lettering or marking upon such Units for convenience of identification of the leasehold interest of such lessee or sublessee therein; provided, however, that each such lease or sublease made after the date hereof shall expressly provide that the Company, or any assignee of the Company, may at any time, without notice or consent, sell, assign, pledge, mortgage, transfer or otherwise dispose of or grant or create a security interest in such lease or sublease or the Units subject thereto; and provided, further, that each such lease or sublease made after the date hereof shall expressly provide that the right of the lessee or sublessee thereunder is subject and subordinate in all respects to the rights of the Collateral Agent hereunder.

The Company agrees to indemnify, protect and hold harmless the Collateral Agent and the Creditors from and against all losses, damages, injuries, liabilities, claims and demands whatsoever, regardless of the cause thereof, and expenses in connection therewith, including reasonable attorneys' fees and expenses, patent liabilities, penalties and interest, arising out of or as the result of the entering into or the performance of the Master Agreement or this Security Agreement or any amendment, consent, waiver or modification of either thereof, the occurrence of a Default

thereunder or hereunder, the taking or holding of a security interest with respect to any Unit, the use, operation, lease, sublease, storage or return of any Unit or any accident in connection with the operation, use, condition, possession, storage, sale or return of any Unit resulting in damage to property or injury or death to any person. The indemnities arising under this paragraph shall continue in full force and effect notwithstanding the full payment of all Obligations and the termination of this Security Agreement.

6. Marking of Equipment. As promptly as practicable after delivery of this Security Agreement, there shall be plainly, distinctly, permanently and conspicuously placed and fastened upon each side of each Unit a metal plate bearing the following words, or such words shall be otherwise plainly, distinctly, permanently and conspicuously marked on each side of such Unit, in either case in letters not less than seven-sixteenths of an inch in height:

THIS CAR IS SUBJECT TO A SECURITY AGREEMENT  
RECORDED UNDER SECTION 11303 OF THE INTERSTATE  
COMMERCE ACT.

Such plates or marks shall be such as to be readily visible and as to indicate plainly the Collateral Agent's security interest in each Unit.

In case, prior to the termination of the security interest granted and created herein, any of such plates or marks shall at any time be removed, defaced, obliterated or destroyed, the Company shall forthwith cause the same to be restored or replaced. The Company shall not change, or permit to be changed, the numbers of any of the Units (or any numbers which may have been substituted therefor as herein provided) except in accordance with a restated Schedule hereto which shall set forth such numbers so changed and which shall be filed and recorded in like manner as this Security Agreement.

7. Insurance. The Company shall maintain or cause to be maintained, with financially sound and reputable insurers, insurance with respect to the Equipment against casualties or contingencies of the kinds customarily carried by corporations engaged in the same or similar businesses, of such types and in such amounts as are customarily carried. Each policy of insurance shall comply with Section 6.03 of the Master Agreement.

8. Recording. The Company shall, promptly after the execution and delivery of this Security Agreement and each amendment or supplement hereto (including each amended, modified, supplemented, restated or additional Schedule hereto), respectively, (i) cause this Security Agreement or

such amendment or supplement, as the case may be, to be duly filed and recorded with the Interstate Commerce Commission in accordance with 49 U.S.C. §11303 and, within 21 days from the execution hereof or thereof, as the case may be, deposited with the Registrar General of Canada and notice of such deposit given in the Canada Gazette pursuant to Section 86 of the Railway Act of Canada and (ii) cause financing statements with respect to the Collateral to be filed under the Code and in accordance with applicable legislation of the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario. The Company from time to time shall do and perform any other act and shall execute, acknowledge, deliver, file, register and record any and all further instruments and shall file, register and record this Security Agreement and each amendment or supplement hereto, or financing statements with respect hereto or thereto, in all other jurisdictions required by law or reasonably requested by the Collateral Agent for the purposes of proper protection of the Collateral Agent's security interest in the Collateral and the rights of the Collateral Agent under this Security Agreement and of fully carrying out and effectuating this Security Agreement and the intent hereof.

Promptly after the execution and delivery of this Security Agreement and each amendment or supplement hereto, the Company shall furnish to the Collateral Agent an Opinion

of Counsel stating that, in the opinion of such counsel, this Security Agreement or such amendment or supplement, as the case may be, has been properly recorded and filed so as effectively to protect the Collateral Agent's security interest in the Collateral and the rights of the Collateral Agent under this Security Agreement and reciting the details of such action; and the Company shall furnish to the Collateral Agent, not more than three months after the anniversary in each year of the execution and delivery of this Security Agreement, an Opinion of Counsel stating either that, in the opinion of such counsel, (i) such action has been taken with respect to the recording, filing, rerecording and refiling of this Security Agreement and each amendment or supplement hereto as is necessary for the proper protection of the Collateral Agent's security interest in the Collateral and the rights of the Collateral Agent under this Security Agreement and reciting the details of such action or (ii) no such action is necessary for any of such purposes.

9. Releases and Substitutions; Amendment of Schedules. (a) From time to time the Collateral Agent shall release Collateral from the security interest granted and created hereby upon compliance with and subject to the terms and conditions of Section 6.05, 6.06, 6.07 or 6.10 of the Master Agreement; provided, however, that if any Unit is

to be released pursuant to Section 6.07 of the Master Agreement to permit the Company to subject such Unit to an ETC Agreement, such Unit shall be released only to the extent necessary to permit the Company to make such substitution, and, except to the extent so released, the security interest of the Collateral Agent in such Unit shall continue in full force and effect until released by the Collateral Agent under the Master Agreement and this Security Agreement.

(b) Simultaneously with the delivery to the Collateral Agent of any request for the release of Collateral pursuant to Section 6.05, 6.06 or 6.07 of the Master Agreement, the Company shall deliver to the Collateral Agent (i) a proper amendment or supplement to this Security Agreement which shall reflect (A) the release, in whole or in part, of the security interest of the Collateral Agent in such Collateral and, in the case of a request pursuant to such Section 6.07, (B) the continued security interest of the Collateral Agent hereunder in and to the Units with respect to which such security interest is released only in part and (ii) a proper amendment or supplement to the Unencumbered Cars Security Agreement granting to and creating in favor of the Collateral Agent a security interest in and to all of the Company's right, title and interest in and to all railroad equipment released from an ETC Agreement as a result of the substitution therefor of the Units so

released, so that the security interest of the Collateral Agent therein shall be the same as though such released railroad equipment had been described in Schedule 1 to the Unencumbered Cars Security Agreement when originally executed and delivered by the Company; provided, however, that if, pursuant to Section 9(a) hereof, the Company would be entitled at the time of release of any units of railroad equipment from an ETC Agreement to the release of such units hereunder if they were then Units, then, upon compliance by the Company with the provisions of Section 6.05, 6.06 or 6.07 of the Master Agreement, the Company may elect not to grant to and create in favor of the Collateral Agent a security interest in such released units.

(c) For purposes of this Section 9, an amendment or supplement to this Security Agreement or a release of Collateral hereunder may consist of an agreement executed and delivered by the Company and the Collateral Agent amending, modifying, supplementing or restating one or more of the Schedules hereto or, in the case of the partial release of a security interest in any Unit which is to be subjected to an ETC Agreement other than the Existing Prior Lien Agreement (herein called a "Substitute Prior Lien Agreement"), adding a new Schedule hereto, which shall specify the Substitute Prior Lien Agreement to which the security interest of the Collateral Agent in such Unit shall

be subject, describe such Unit and specify the nature of the Collateral Agent's security interest in such Unit.

10. Default. (a) Each of the following events shall constitute Default under this Security Agreement:

(i) a Default shall have occurred under the Master Agreement;

(ii) the Company shall have failed to observe or perform any term, covenant, condition or agreement contained in this Security Agreement for a period of 30 days after written notice to the Company of such failure from the Collateral Agent.

(b) Subject to any perfected Prior Lien Agreement and to the rights of any lessees, sublessees and purchase optionees under agreements in effect on the Effective Date of this Security Agreement which are not subordinated to the rights of the Collateral Agent hereunder, upon the occurrence of any Default the Collateral Agent shall have such rights and remedies with respect to the Collateral, or any portion thereof, as are provided by the Code and such other rights and remedies with respect thereto as are accorded by law, in equity or under this Security Agreement, including without limitation the right to take immediate possession of the

Equipment, or any portion thereof, with or without judicial process, and for that purpose the Collateral Agent may pursue the same wherever any of the Equipment may be found and may enter any of the premises of the Company, any of its Affiliates or any lessee or sublessee of the Equipment, or any portion thereof, with or without notice, demand, force or process of law, and keep and store the same until sold or remove and sell and dispose of the same at public or private sale to the extent permitted by law, at one or more sales, as an entirety or in parcels; or in lieu of or in addition to exercising the power of sale hereinabove given, the Collateral Agent may proceed by a suit or suits in equity or at law, whether for the specific performance of any covenant or agreement herein granted, or for any foreclosure hereunder, or for the sale of the Equipment, or any portion thereof, under the judgment or decree of any court or courts of competent jurisdiction. To the full extent that the Company may lawfully so do, the Company agrees that it will not at any time claim the benefit of any stay, extension, appraisement, redemption or similar law now or hereafter in force.

Subject to any perfected Prior Lien Agreement and to the rights of any lessees, sublessees and purchase optionees under agreements in effect on the Effective Date of this Security Agreement which are not subordinated to the rights of the Collateral Agent hereunder, upon the occurrence

of any Default the Company shall, promptly upon demand of the Collateral Agent, assemble the Equipment and make the same available to the Collateral Agent at a place to be designated by the Collateral Agent. In connection with the delivery of possession of any or all of the Equipment and if requested by the Collateral Agent to do so, the Company shall at its own expense and risk:

(i) forthwith and in a reasonable manner and at a reasonable speed, cause the Equipment to be drawn to such point or points as shall reasonably be designated by the Collateral Agent and there deliver or cause to be delivered the same to the Collateral Agent; and

(ii) forthwith place the Equipment upon such storage tracks of the Company as the Collateral Agent reasonably may designate and permit the Collateral Agent to store the Equipment on such tracks, at the risk and expense of the Company, until the Equipment has been sold or otherwise disposed of by the Collateral Agent.

The performance of the foregoing covenant is of the essence of this Security Agreement and, upon application to any court having jurisdiction in the premises, the Collateral Agent shall be entitled to a decree against the Company

requiring the specific performance thereof. The Company hereby appoints the Collateral Agent its attorney-in-fact to give all such notices and do all such things which the Company could do and which the Collateral Agent, in its sole discretion, shall deem necessary or desirable to enforce performance of the foregoing covenant.

(c) Subject to any perfected Prior Lien Agreement and to the rights of any lessees, sublessees and purchase optionees under agreements in effect on the Effective Date of this Security Agreement which are not subordinated to the rights of the Collateral Agent hereunder, the Collateral Agent shall apply the proceeds of any sale or other disposition of the Collateral, after the occurrence of a Default, (i) to the payment of the reasonable costs and expenses incurred by the Collateral Agent in connection therewith, including reasonable attorneys' fees and legal expenses, (ii) to the payment in full of the Obligations and (iii) to the payment of the balance, if any, to the Company.

11. Reports. Whenever required by the Collateral Agent, and at least once, on or before April 15 in every calendar year, commencing April 15, 1984, until the termination of this Security Agreement, the Company shall furnish to the Collateral Agent an Officers' Certificate, dated not more than 90 days prior to the date such certificate is

required to be delivered, stating (i) the description and numbers of all Units that have suffered a Casualty Occurrence since the date of the last preceding Officers' Certificate (or the date this Security Agreement is originally executed in the case of the first Officers' Certificate); (ii) that in the case of all Equipment repainted or repaired since the date of the last preceding Officers' Certificate (or the date this Security Agreement is originally executed in the case of the first Officers' Certificate) the plates or marks required by Section 6 hereof have been preserved, or that such Equipment when repainted or repaired has been again plated or marked as required thereby; and (iii) the description and numbers of all Units that have been leased or subleased since the date of the last preceding Officers' Certificate (or the date this Security Agreement is originally executed in the case of the first Officers' Certificate) and that all such leases and subleases conform to the provisions of Section 5 hereof.

12. Post-Closing Opinions. Within 30 days after the Effective Date, the Company shall furnish to the Collateral Agent:

(i) the opinion of Wilmer, Cutler & Pickering, Interstate Commerce Commission counsel to the Company, to the effect set forth in Exhibit B hereto;

(ii) the opinion of Osler, Hoskin & Harcourt, Canadian counsel to the Company, to the effect set forth in Exhibit C hereto; and

(iii) the opinion of Pedersen & Houpt P.C., counsel to the Company, to the effect set forth in Exhibit D hereto.

13. Principal Place of Business. The Company represents and warrants that its principal place of business and chief executive office is at 33 West Monroe Street, Chicago, Illinois 60603, and agrees that it will promptly notify the Collateral Agent in writing of any change in the location of such principal place of business and chief executive office.

14. Notices. All notices, requests, consents, waivers, demands and other communications relating to this Security Agreement shall be given to the respective parties hereunder in writing or sent by telex, telegram or cable and shall be effective, in the case of written notice, five Business Days after placement into the mails (first class, postage prepaid, or in the case of notices sent to or from any foreign country, air mail or express mail, postage prepaid) or upon receipt in the case of notice by telex, telegram or cable, addressed to the Company and the Canadian Company at 33 West Monroe Street, Chicago, Illinois 60603,

Attention: Vice President-Finance and to the Collateral Agent at One First National Plaza, Chicago, Illinois 60670, Attention: Vice President, World-Wide Banking, or to such other address as either party shall notify the other party in writing. A copy of all such notices with respect to Defaults shall also be delivered to Special Counsel for the Creditors, Latham & Watkins, Sears Tower 6900, Chicago, Illinois 60606, Attention: George A. Rice, Esq., and to Special Counsel for the Collateral Agent, Sidley & Austin, One First National Plaza, Chicago, Illinois 60603, Attention: Donald L Schwartz, Esq.; provided that failure to deliver such copies shall not affect the validity of any such notice or any action taken pursuant thereto.

15. Exhibits and Schedules. All Exhibits and Schedules hereto are hereby incorporated herein and shall be deemed to be a part hereof.

16. Successors and Assigns. The obligations of the Company under this Security Agreement may not be assigned without the prior written consent of all Creditors. The rights and obligations of the Collateral Agent hereunder shall inure to the benefit of the Collateral Agent, its successors and assigns.

17. Governing Law. This Security Agreement has been delivered at and shall be deemed to have been made at

Chicago, Illinois, and shall be interpreted, and the rights and liabilities of the parties hereto determined, in accordance with the laws of the State of Illinois, but the parties shall be entitled to all the rights conferred by 49 U.S.C. §11303(a) and by Section 86 of the Railway Act of Canada.

18. Counterparts. This Security Agreement may be executed in one or more counterparts, each of which when so executed shall be deemed an original but all such counterparts shall constitute one and the same instrument.

19. Severability. Any provision of this Security Agreement that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction. The parties shall endeavor in good faith negotiations to replace any prohibited or unenforceable provision with a valid provision or provisions, the economic effect of which shall reflect the economic bargain manifested in the prohibited or unenforceable provisions. Any provision of this Security Agreement that is prohibited or unenforceable shall not invalidate or render unenforceable any provision of any other Security Document between the

Company and the Collateral Agent, and any provision of any other such Security Document that is prohibited or unenforceable shall not invalidate or render unenforceable any provision of this Security Agreement.

20. Headings. The headings of the sections herein are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Security Agreement.

21. Termination. This Security Agreement and the security interest provided for herein shall terminate upon payment in full of all Obligations.

22. Effective Date. This Security Agreement shall become effective on the date the Master Agreement becomes effective.

23. Grant of Security Interest by Canadian Company. In order to provide additional security for the payment of the Obligations when and as the same shall become payable pursuant to the Master Agreement and for the performance by the Company of its covenants and agreements contained in the Master Agreement and in this Security Agreement, the Canadian Company, in consideration of the forbearance from exercising the remedies and deferral of the payments referred

to in the recitals hereto and in consideration of the covenants and agreements contained herein, hereby grants to and creates in favor of the Collateral Agent a security interest in and to all right, title and interest, if any, of every kind and nature whatsoever, legal or equitable, which it may have at any time in the Units, whether now owned or hereafter acquired by, or which is now or hereafter vested in or conveyed or assigned to, the Canadian Company, subject, however, to the right, title and interest, if any, of the Company under the Intercompany Security Agreement. Such security interest shall be held and administered by the Collateral Agent, and the Collateral Agent may deal with such security interest, including, without limitation, exercising the rights and remedies provided herein upon the occurrence of a Default, in the same manner as it is entitled to hold, administer and deal with the security interest granted by the Company hereunder.

IN WITNESS WHEREOF, each of the parties hereto has  
caused this Security Agreement to be duly executed by its  
authorized representative as of the date first above written.

NORTH AMERICAN CAR CORPORATION

By James G. Conin  
Vice President

Attest:

J. M. Sill  
Assistant Secretary

NORTH AMERICAN CAR (CANADA) LIMITED

By V. J. V. [unclear]  
Vice President

Attest:

J. M. Sill  
Assistant Secretary

THE FIRST NATIONAL BANK OF CHICAGO,  
as Collateral Agent

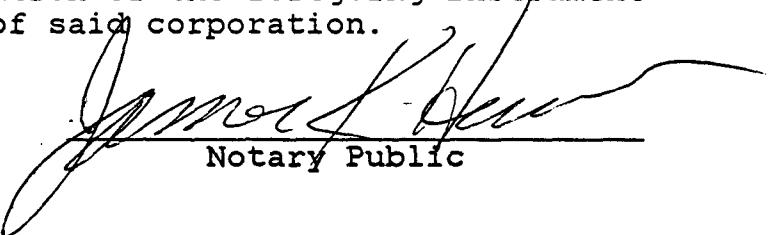
By H. H. Miller  
V.P.

Attest:

Gary S. Sage

STATE OF ILLINOIS      )  
                            ) ss:  
COUNTY OF COOK         )

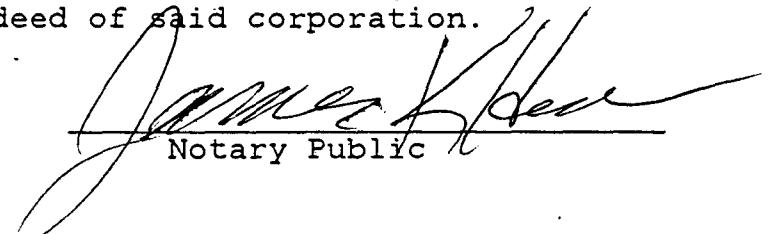
On this \_\_\_\_\_ day of September, 1983, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car Corporation, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on September \_\_\_, 1983, signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires

STATE OF ILLINOIS      )  
                            ) ss:  
COUNTY OF COOK         )

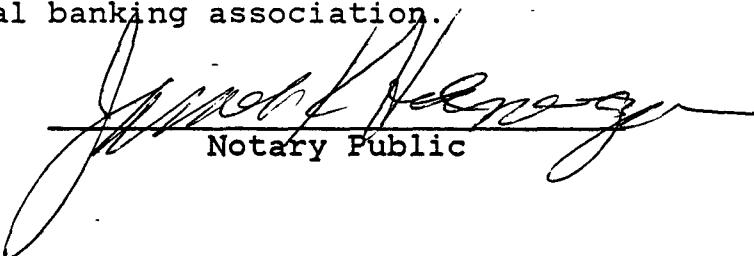
On this \_\_\_\_\_ day of September, 1983 before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a Vice President of North American Car (Canada) Limited, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was on September \_\_\_, 1983, signed and sealed on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

  
Notary Public

My Commission expires

STATE OF ILLINOIS      )  
                        ) ss:  
COUNTY OF COOK        )

On this \_\_\_\_ day of September, 1983, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, says that he is a Vice President of The First National Bank of Chicago, a national banking association, that one of the seals affixed to the foregoing instrument is the seal of said national banking association and that said instrument was on September \_\_\_, 1983, signed and sealed on behalf of said national banking association by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said national banking association.

  
Notary Public

My Commission expires

FIRST 1972 ETC

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLERAL VALUE
CHURCHILL FALLS LABRADOR	85/05/31	5/00	1	001001	001001	05200	FEET FLAT	11,916.80	9,533.44
CHURCHILL FALLS LABRADOR	85/12/31	5/00	2	001003	001004	08500	FEET FLAT	18,447.04	14,757.62
GAF CORPORATION	85/01/31	5/00	1	002614	002614	08400	GAL TANK	22,117.94	17,694.35
CELOTEX CORPORATION	81/07/31	10/00	3	004411	004413	04400	CU FT GONDOLA	131,755.35	105,404.27
CELOTEX CORPORATION	81/07/31	10/00	2	004415	004416	04400	CU FT GONDOLA	87,771.52	70,217.20
WEYERHAUSER COMPANY	85/11/30	3/00	6	004417	004422	04400	CU FT GONDOLA	263,608.98	210,887.16
WEYERHAUSER COMPANY	85/11/30	3/00	2	004424	004425	04400	CU FT GONDOLA	87,869.66	70,295.72
WEYERHAUSER COMPANY	85/11/30	3/00	3	004427	004429	04400	CU FT GONDOLA	131,804.49	105,443.58
WEYERHAUSER COMPANY	85/11/30	3/00	1	004431	004431	04400	CU FT GONDOLA	43,934.83	35,147.86
WEYERHAUSER COMPANY	85/11/30	3/00	2	004433	004434	04400	CU FT GONDOLA	88,104.19	70,483.34
WEYERHAUSER COMPANY	85/11/30	3/00	3	004436	004438	04400	CU FT GONDOLA	132,508.08	106,006.44
WEYERHAUSER COMPANY	85/11/30	3/00	11	004440	004450	04400	CU FT GONDOLA	485,862.96	388,690.28
WEYERHAUSER COMPANY	85/11/30	3/00	3	004452	004454	04400	CU FT GONDOLA	132,508.08	106,006.44
WEYERHAUSER COMPANY	82/11/30	1/00	1	004455	004455	04400	CU FT GONDOLA	44,169.36	35,335.48
WEYERHAUSER COMPANY	85/11/30	3/00	3	004456	004458	04400	CU FT GONDOLA	132,508.08	106,006.44
CELOTEX CORPORATION	84/03/31	10/00	1	004460	004460	04400	CU FT GONDOLA	42,567.72	34,054.17
WEYERHAUSER COMPANY	85/11/30	3/00	2	004462	004463	04400	CU FT GONDOLA	88,338.72	70,670.96
WEYERHAUSER COMPANY	85/11/30	3/00	1	004466	004466	04400	CU FT GONDOLA	44,120.03	35,296.02
FINMAC LIMITED	81/01/31	5/00	1	004467	004467	04400	CU FT GONDOLA	44,081.52	35,265.21
WEYERHAUSER COMPANY	85/11/30	3/00	2	004470	004471	04400	CU FT GONDOLA	89,104.48	71,283.58
WEYERHAUSER COMPANY	85/11/30	3/00	1	004473	004473	04400	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	1	004474	004474	04500	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	2	004475	004476	04400	CU FT GONDOLA	89,104.48	71,283.58
WEYERHAUSER COMPANY	85/11/30	3/00	4	004478	004481	04500	CU FT GONDOLA	178,208.96	142,567.16
WEYERHAUSER COMPANY	85/11/30	3/00	3	004482	004484	04400	CU FT GONDOLA	133,656.72	106,925.37
WEYERHAUSER COMPANY	85/11/30	3/00	1	004485	004485	04500	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	1	004486	004486	04400	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	1	004487	004487	04500	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	3	004489	004491	04400	CU FT GONDOLA	133,656.72	106,925.37
WEYERHAUSER COMPANY	85/11/30	3/00	1	004492	004492	04500	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	3	004494	004496	04400	CU FT GONDOLA	133,656.72	106,925.37
WEYERHAUSER COMPANY	85/11/30	3/00	1	004498	004498	04400	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	1	004499	004499	04500	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	1	004500	004500	04400	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	1	004501	004501	04500	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	3	004502	004504	04400	CU FT GONDOLA	133,656.72	106,925.37
WEYERHAUSER COMPANY	85/11/30	3/00	1	004505	004505	04500	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	1	004506	004506	04400	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	1	004508	004508	04500	CU FT GONDOLA	44,552.24	35,641.79
WEYERHAUSER COMPANY	85/11/30	3/00	1	004509	004509	04400	CU FT GONDOLA	44,552.24	35,641.79
WEYER HAUSER COMPANY	85/11/30	3/00	1	004510	004510	04500	CU FT GONDOLA	44,552.24	35,641.79
WEYER HAUSER COMPANY	85/11/30	3/00	9	004511	004519	04400	CU FT GONDOLA	400,970.16	320,776.11
GEORGIA PACIFIC CORP.	81/11/30	10/00	5	004520	004524	04400	CU FT GONDOLA	223,937.75	179,150.20
GEORGIA PACIFIC CORP.	81/11/30	10/00	2	004528	004529	04400	CU PT GONDOLA	89,575.10	71,660.08
GEORGIA PACIFIC CORP.	81/11/30	10/00	6	004532	004537	04400	CU FT GONDOLA	268,725.30	214,980.24
GEORGIA PACIFIC CORP.	81/11/30	10/00	3	004539	004541	04400	CU FT GONDOLA	134,362.65	107,490.12
UNITED OILSEED PRODUCTS L	91/12/14	10/00	1	008247	008247	20600	GAL TANK	33,323.40	26,658.72
A E STALEY MFG COMPANY	87/07/31	15/00	15	008378	008392	16500	GAL TANK	612,568.91	490,055.10
HUBINGER COMPANY	88/06/30	5/00	1	010008	010008	04600	CU FT REFRIG	19,694.37	15,755.49
KRAFT INC	84/08/31	5/00	1	010137	010137	03100	CU FT REFRIG	21,033.64	16,826.91
KRAFT INC	84/08/31	5/00	1	010139	010139	03100	CU FT REFRIG	20,410.62	16,328.49

LESSEE AND VALUATION OF ENCUMBERED CARS  
ENCUM CODE : 7201

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPOTION TYPE	AAR VALUE	CULLERAL VALUE
KRAFT INC	83/08/31	3/00	1	010143	010143	02900	CU FT	REFRIG	24,241.71	19,393.36
NONE	79/08/31	10/00	1	010157	010157	03100	CU FT	REFRIG	21,324.43	17,059.54
NONE	79/08/31	10/00	1	010160	010160	03100	CU FT	REFRIG	21,632.11	17,305.68
KRAFT INC	83/08/31	3/00	1	010163	010163	02900	CU FT	REFRIG	21,632.11	17,305.68
A E STALEY MFG COMPANY	87/02/28	15/00	11	010378	010388	08700	GAL	TANK	362,121.32	289,696.99
A E STALEY MFG COMPANY	86/03/31	15/00	25	010816	010840	08700	GAL	TANK	955,752.36	764,601.77
FARMLAND INDUSTRIES INC	86/06/30	15/00	3	013600	013602	13700	GAL	TANK	114,294.37	91,435.49
FARMLAND INDUSTRIES INC	86/06/30	15/00	2	013606	013607	13700	GAL	TANK	76,196.20	60,956.96
FARMLAND INDUSTRIES INC	86/06/30	15/00	6	013609	013614	13700	GAL	TANK	228,588.60	182,870.88
FARMLAND INDUSTRIES INC	86/06/30	15/00	4	013618	013621	13700	GAL	TANK	152,241.22	121,792.97
FARMLAND INDUSTRIES INC	86/06/30	15/00	14	013623	013636	13700	GAL	TANK	533,373.40	426,698.72
FARMLAND INDUSTRIES INC	86/06/30	15/00	1	013638	013638	13700	GAL	TANK	38,098.10	30,478.48
A E STALEY MFG COMPANY	0/00/00	0/01	1	015549	015549	11000	GAL	TANK	3,653.84	2,923.07
ALLIED CHEMICAL CORP	84/02/28	3/00	1	015655	015655	10500	GAL	TANK	3,787.34	3,029.87
SPRECKELS SUGAR	86/05/31	15/00	15	016284	016298	16500	GAL	TANK	614,045.38	491,236.23
GREAT WESTERN SUGAR CO	86/05/31	15/00	5	016305	016309	16500	GAL	TANK	203,726.66	162,981.29
UNITED STATES STEEL CORP	86/06/30	15/00	2	018810	018811	18900	GAL	TANK	90,457.22	72,365.77
UNITED STATES STEEL CORP	86/06/30	15/00	1	018812	018812	18800	GAL	TANK	45,228.57	36,182.85
UNITED STATES STEEL CORP	86/06/30	15/00	7	018813	018819	18900	GAL	TANK	316,599.99	253,279.95
ASHLAND PETROLEUM CO	86/11/30	15/00	1	018820	018820	18800	GAL	TANK	47,368.36	37,894.68
ASHLAND PETROLEUM CO	86/11/30	15/00	1	018821	018821	18900	GAL	TANK	47,368.32	37,894.65
ASHLAND PETROLEUM CO	86/11/30	15/00	1	018822	018822	18800	GAL	TANK	47,368.32	37,894.65
ASHLAND PETROLEUM CO	86/11/30	15/00	3	018823	018825	18900	GAL	TANK	142,850.91	114,280.71
CANADIAN OCCIDENTAL	84/10/19	5/00	2	019948	019949	13200	GAL	TANK	68,601.98	54,881.58
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	019951	019951	13200	GAL	TANK	34,300.99	27,440.79
LIQUID CARBUNIC CORP	86/06/30	15/00	1	020400	020400	20100	GAL	TANK	60,559.79	48,447.83
LIQUID CARBUNIC CORP	86/06/30	15/00	1	020402	020402	20100	GAL	TANK	60,321.33	48,257.06
LIQUID CARBUNIC CORP	86/06/30	15/00	1	020403	020403	20000	GAL	TANK	60,321.33	48,257.06
LIQUID CARBUNIC CORP	86/06/30	15/00	1	020404	020404	20100	GAL	TANK	60,321.33	48,257.06
C F INDUSTRIES INC	83/08/31	3/00	1	021355	021355	20700	GAL	TANK	25,030.91	20,024.72
ENDASA	84/12/31	1/08	1	021371	021371	20500	GAL	TANK	32,146.38	25,717.10
UNIROYAL	84/03/31	3/00	1	021829	021829	20700	GAL	TANK	33,237.88	26,590.30
AMERICAN CYANAMID COMPANY	86/01/31	5/00	1	021830	021830	20700	GAL	TANK	33,237.88	26,590.30
MONSANTO COMPANY	84/01/31	5/00	1	021831	021831	20700	GAL	TANK	33,237.88	26,590.30
ALLIED CHEMICAL CORPORATION	86/04/30	3/00	1	022100	022100	20700	GAL	TANK	25,248.88	20,199.10
SHELL OIL COMPANY	84/01/31	5/00	1	022106	022106	20700	GAL	TANK	25,248.90	20,199.12
ZIP TRANSPORTATION	84/03/31	5/00	1	022126	022126	20500	GAL	TANK	26,649.37	21,319.49
SUN REFINING & MARKETING	85/03/31	5/00	1	022127	022127	20500	GAL	TANK	26,649.38	21,319.50
CONTINENTAL GRAIN COMPANY	84/07/14	5/00	1	022128	022128	20500	GAL	TANK	26,649.38	21,319.50
ENDASA	84/12/31	1/08	1	022129	022129	20600	GAL	TANK	26,649.38	21,319.50
ENDASA	83/08/31	0/04	1	022130	022130	20700	GAL	TANK	26,649.38	21,319.50
PPG INDUSTRIES INC	83/11/30	5/00	1	022131	022131	20500	GAL	TANK	26,797.43	21,437.94
ZIP TRANSPORTATION	85/03/31	5/00	1	022132	022132	20600	GAL	TANK	26,797.43	21,437.94
ARCO PETROLEUM PRODUCTS C	84/12/31	5/00	1	022133	022133	20600	GAL	TANK	26,797.43	21,437.94
WESTVACO CORPORATION	85/08/26	5/00	1	022134	022134	20600	GAL	TANK	26,797.43	21,437.94
E I DUPONT DE NEMOURS	84/11/30	5/00	1	022135	022135	20600	GAL	TANK	26,797.43	21,437.94
A E STALEY MFG COMPANY	87/05/31	5/00	1	022136	022136	20600	GAL	TANK	26,797.43	21,437.94
E I DUPONT DE NEMOURS	83/03/31	3/00	1	022137	022137	20500	GAL	TANK	26,797.43	21,437.94
E I DUPONT DE NEMOURS	86/04/30	3/00	1	022138	022138	20600	GAL	TANK	26,797.43	21,437.94
E I DUPONT DE NEMOURS	83/03/31	3/00	1	022139	022139	20500	GAL	TANK	26,797.43	21,437.94
ENDASA	84/12/31	1/08	1	022140	022140	20600	GAL	TANK	26,797.43	21,437.94

LESSOR AND VALUATION OF ENCLM'D CARS  
ENCLM CODE : 7201

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
WESTVACO CORPORATION	83/07/31	5/00	1 022141	022141	20700	GAL	TANK	26,548.75	21,239.00
ARCO PETROLEUM PRODUCTS CO	84/08/31	5/00	1 022142	022142	20600	GAL	TANK	27,281.49	21,825.19
CANADA STARCH CO INC	84/09/30	5/00	1 022144	022144	20500	GAL	TANK	27,281.44	21,825.15
WILLIAM EISENSTADT CO	83/06/30	5/00	1 022145	022145	20600	GAL	TANK	27,281.44	21,825.15
ULIN CHEMICALS ULIN CORP	84/05/31	13/10	1 023338	023338	20700	GAL	TANK	40,956.00	32,764.80
UNITED STATES STEEL CORP	86/04/30	5/00	1 023339	023339	20700	GAL	TANK	40,956.00	32,764.80
UNITED STATES STEEL CORP	86/04/30	5/00	1 023340	023340	20800	GAL	TANK	40,956.00	32,764.80
NALCO CHEMICAL COMPANY	92/03/31	10/00	1 023341	023341	20800	GAL	TANK	40,956.00	32,764.80
COLUMBIA NITROGEN CORP.	83/12/31	3/00	1 023345	023345	20800	GAL	TANK	32,427.22	25,941.77
ABBOTT LABORATORIES INC	83/11/30	1/00	1 023346	023346	20800	GAL	TANK	32,426.98	25,941.58
WRC PROCESSING COMPANY	84/01/31	1/00	1 023347	023347	20800	GAL	TANK	32,426.98	25,941.58
ALLIED CHEMICAL CORP	87/08/31	5/00	1 023348	023348	20800	GAL	TANK	32,426.98	25,941.58
AGRICO CHEMICAL COMPANY	0/00/00	0/06	1 023349	023349	20800	GAL	TANK	32,426.98	25,941.58
TAG CHEMICALS INC	85/10/31	15/00	1 023690	023690	20800	GAL	TANK	31,460.79	25,168.63
KERLEY INDUSTRIES, INC.	84/03/31	5/00	1 023691	023691	20800	GAL	TANK	31,460.82	25,168.65
MISSISSIPPI CHEMICAL CORP	0/00/00	0/06	1 023692	023692	20700	GAL	TANK	31,720.83	25,376.66
AGRICO CHEMICAL COMPANY	84/03/31	3/00	1 023694	023694	20700	GAL	TANK	31,460.82	25,168.65
R H BOGLE COMPANY	83/09/30	0/06	1 023695	023695	20800	GAL	TANK	31,720.83	25,376.66
AIR PRODUCTS AND CHEM INC	84/07/31	5/00	1 023696	023696	20800	GAL	TANK	31,946.15	25,556.92
L. I. DUPONT DE Nemours	85/06/30	5/00	1 023707	023707	20800	GAL	TANK	32,767.08	26,213.66
FLAMBEAU PAPER CORP	83/09/30	5/00	1 023711	023711	20600	GAL	TANK	33,323.32	26,658.65
NALCO CHEMICAL COMPANY	86/09/30	5/00	1 023713	023713	20600	GAL	TANK	33,461.02	26,768.81
JOHN MORRELL AND COMPANY	86/10/31	15/00	1 023714	023714	20600	GAL	TANK	33,461.02	26,768.81
UNITED STATES STEEL CORP	83/08/31	5/00	1 023716	023716	20800	GAL	TANK	31,805.36	25,444.28
AGRICO CHEMICAL COMPANY	86/11/30	12/00	1 023717	023717	20800	GAL	TANK	31,805.36	25,444.28
USAMEX FERTILIZERS INC	83/12/31	3/00	1 023719	023719	20800	GAL	TANK	31,805.36	25,444.28
USAMEX FERTILIZERS INC	83/12/31	3/00	1 023723	023723	20700	GAL	TANK	31,805.36	25,444.28
TERRA CHEMICALS	82/09/30	0/06	1 023724	023724	20800	GAL	TANK	31,805.36	25,444.28
JOHN MORRELL AND COMPANY	86/10/31	15/00	1 023725	023725	20600	GAL	TANK	33,435.64	26,748.51
JOHN MORRELL AND COMPANY	86/10/31	15/00	1 023726	023726	20500	GAL	TANK	33,435.60	26,748.48
JOHN MORRELL AND COMPANY	86/10/31	15/00	1 023727	023727	20600	GAL	TANK	33,435.60	26,748.48
JOHN MORRELL AND COMPANY	86/10/31	15/00	2 023729	023730	20500	GAL	TANK	66,871.20	53,496.96
CARGILL INC	83/02/28	0/03	2 023758	023759	20600	GAL	TANK	67,702.17	54,161.72
RATH PACKING COMPANY	86/00/00	5/00	1 023760	023760	20600	GAL	TANK	33,851.01	27,080.80
OMAHA EDIBLE OILS INC	87/10/31	5/00	1 023761	023761	20600	GAL	TANK	33,851.01	27,080.80
RATH PACKING COMPANY	86/00/00	5/00	3 023762	023764	20600	GAL	TANK	101,553.03	81,242.40
CRSS OIL & REFINING CO.	91/11/30	10/00	1 023765	023765	20500	GAL	TANK	33,851.01	27,080.80
AGRICO CHEMICAL COMPANY	86/11/30	12/00	1 023766	023766	20600	GAL	TANK	33,575.80	26,860.64
CARGILL INC	83/07/31	5/00	1 023767	023767	20600	GAL	TANK	33,575.80	26,860.64
WITCO CHEMICAL CORP	85/04/30	4/09	1 023768	023768	20600	GAL	TANK	33,851.01	27,080.80
RATH PACKING COMPANY	86/00/00	5/00	5 023769	023773	20600	GAL	TANK	168,154.21	134,523.36
ROHM AND HAAS COMPANY	84/05/31	5/00	2 023775	023776	20700	GAL	TANK	83,752.46	67,001.96
TEXAS SULPHUR PRODUCTS CO	85/12/31	3/00	2 023777	023778	20700	GAL	TANK	83,752.54	67,002.02
REICHHOLD CHEMICALS INC	81/05/30	5/00	1 023779	023779	20700	GAL	TANK	42,047.19	33,637.75
UNITED STATES STEEL CORP	84/01/31	5/00	1 023780	023780	20700	GAL	TANK	42,047.19	33,637.75
ROHM AND HAAS COMPANY	84/02/29	5/00	2 023781	023782	20700	GAL	TANK	84,094.38	67,275.50
ROHM AND HAAS COMPANY	84/02/29	5/00	1 023783	023783	20800	GAL	TANK	42,047.19	33,637.75
SCM CORPORATION	87/02/28	15/00	1 023784	023784	20700	GAL	TANK	42,047.19	33,637.75
ANDERSON CLAYTON FOODS	90/09/30	9/00	1 023785	023785	20700	GAL	TANK	42,047.19	33,637.75
AIR PRODUCTS AND CHEM INC	82/01/31	5/00	1 023786	023786	20700	GAL	TANK	42,047.19	33,637.75
INTERNATIONAL MOLASSES CO	84/06/30	1/00	1 023791	023791	20800	GAL	TANK	42,047.19	33,637.75

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
AIR PRODUCTS AND CHEM INC	84/08/31	5/00	1 023793	023793	20700	GAL TANK		42.218.12	33.774.49
ROHM AND HAAS COMPANY	82/09/30	5/00	1 023794	023794	20700	GAL TANK		42.218.12	33.774.49
REICHHOLD CHEMICALS INC	81/06/30	5/00	1 023797	023797	20700	GAL TANK		42.077.39	33.661.91
UNITED STATES STEEL CORP	83/07/31	0/06	1 023798	023798	20700	GAL TANK		42.077.39	33.661.91
SCW CORPORATION	87/02/28	15/00	1 023799	023799	20700	GAL TANK		42.077.39	33.661.91
WILSON FOODS CORPORATION	95/10/31	15/00	6 023800	023805	20600	GAL TANK		209.796.76	167.837.39
MERICHEM CORPORATION	86/05/31	15/00	3 023815	023817	20600	GAL TANK		104.318.20	83.454.55
WEYERHAEUSER CO.	0/00/00	1/00	1 023819	023819	20600	GAL TANK		34.913.52	27.930.81
MONSANTO COMPANY	86/03/31	5/00	1 023820	023820	20600	GAL TANK		34.913.52	27.930.81
JOHN MORRELL AND COMPANY	88/12/31	15/00	1 023821	023821	20600	GAL TANK		34.772.74	27.818.19
PEAVEY COMPANY	0/00/00	0/03	1 023822	023822	20600	GAL TANK		34.913.52	27.930.81
A E STALEY MFG COMPANY	87/05/31	5/00	2 023824	023825	20600	GAL TANK		70.880.39	56.704.30
NANCLCO INC	82/01/31	5/00	1 023826	023826	20600	GAL TANK		35.966.81	28.773.44
PEAVEY COMPANY	84/03/31	1/00	1 023827	023827	20600	GAL TANK		35.966.81	28.773.44
NANCLCO INC	82/01/31	5/00	2 023828	023829	20600	GAL TANK		71.933.62	57.546.88
NAVCLCO INC	82/01/31	5/00	1 023831	023831	20600	GAL TANK		35.966.81	28.773.44
ARCHER DANIELS MIDLAND CO	0/00/00	1/00	1 023832	023832	20600	GAL TANK		35.966.81	28.773.44
NANCLCO INC	82/01/31	5/00	1 023833	023833	20600	GAL TANK		35.966.81	28.773.44
JOHN MURRELL AND COMPANY	86/10/31	15/00	3 023834	023836	20600	GAL TANK		108.075.79	86.460.61
A E STALEY MFG COMPANY	87/05/31	5/00	1 023837	023837	20500	GAL TANK		36.054.46	28.843.56
CARGILL INC	83/02/28	0/03	1 023838	023838	20600	GAL TANK		36.054.46	28.843.56
RATH PACKING COMPANY	86/00/00	5/00	5 023839	023843	20600	GAL TANK		180.851.50	144.681.16
MERICHEM CORPORATION	86/05/31	15/00	1 023844	023844	20600	GAL TANK		36.199.26	28.959.40
TERRA CHEMICALS	82/09/30	0/06	1 023845	023845	20700	GAL TANK		35.038.34	28.030.67
TERRA CHEMICALS	82/09/30	0/06	1 023847	023847	20700	GAL TANK		35.038.31	28.030.64
USAMEX FERTILIZERS INC	83/07/31	3/00	1 023848	023848	20700	GAL TANK		35.038.31	28.030.64
USAMEX FERTILIZERS INC	83/07/31	3/00	1 023850	023850	20700	GAL TANK		35.038.31	28.030.64
AGRICO CHEMICAL COMPANY	0/00/00	0/06	1 023855	023855	20700	GAL TANK		32.960.18	26.368.14
AGRICO CHEMICAL COMPANY	84/03/31	3/00	1 023855	023855	20700	GAL TANK		33.091.95	26.473.56
MISSISSIPPI CHEMICAL CORP	0/00/00	0/06	1 023856	023856	20700	GAL TANK		32.960.11	26.368.08
AGRICO CHEMICAL COMPANY	84/03/31	3/00	1 023858	023858	20700	GAL TANK		33.091.95	26.473.56
AGRICO CHEMICAL COMPANY	84/03/31	3/00	2 023860	023861	20700	GAL TANK		66.052.06	52.841.64
TERRA CHEMICALS	82/09/30	0/06	1 023865	023865	20700	GAL TANK		32.960.11	26.368.08
R H BOGLE COMPANY	83/09/30	0/06	1 023867	023867	20800	GAL TANK		33.091.95	26.473.56
USAMEX FERTILIZERS INC	83/07/31	3/00	1 023869	023869	20700	GAL TANK		33.091.95	26.473.56
TERRA CHEMICALS	82/09/30	0/06	1 023870	023870	20700	GAL TANK		33.091.95	26.473.56
TERRA CHEMICALS	82/09/30	0/06	2 023873	023874	20700	GAL TANK		66.183.90	52.947.12
UNICN CAMP CORPORATION	86/08/31	5/00	1 023876	023876	20800	GAL TANK		33.091.95	26.473.56
TERRA CHEMICALS	82/09/30	0/06	1 023877	023877	20800	GAL TANK		33.091.95	26.473.56
TERRA CHEMICALS	82/09/30	0/06	2 023878	023879	20700	GAL TANK		66.183.90	52.947.12
TERRA CHEMICALS	82/09/30	0/06	1 023880	023880	20800	GAL TANK		33.091.95	26.473.56
UNITED STATES STEEL CORP	83/08/31	5/00	1 023881	023881	20700	GAL TANK		33.091.95	26.473.56
CAROLINA POWER AND LIGHT	80/12/31	2/00	1 023888	023888	20600	GAL TANK		34.136.78	27.309.42
RATH PACKING COMPANY	86/00/00	5/00	1 023890	023890	20600	GAL TANK		34.136.78	27.309.42
WESTVACU CORPORATION	83/04/30	5/00	1 023891	023891	20600	GAL TANK		34.136.78	27.309.42
CARGILL INC	83/06/30	5/00	1 023892	023892	20600	GAL TANK		34.136.78	27.309.42
RATH PACKING COMPANY	86/00/00	5/00	1 023894	023894	20600	GAL TANK		34.136.78	27.309.42
WILLIAM EISENSTADT CO	85/02/28	2/00	1 023895	023895	20600	GAL TANK		34.218.06	27.374.44
PPG INDUSTRIES INC	83/11/30	5/00	1 023897	023897	20600	GAL TANK		34.218.06	27.374.44
A E STALEY MFG COMPANY	83/12/31	5/00	1 023898	023898	20600	GAL TANK		34.218.06	27.374.44
FLANBEAU PAPER CORP	83/09/30	5/00	1 023899	023899	20600	GAL TANK		34.218.06	27.374.44

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLERAL VALUE
BABCOCK & WILCOX CO.	0/00/00	1/00	1 024560	024560	20500	GAL	TANK	43,114.35	34,491.48
OKLAHOMA REFINING COMPANY	88/07/31	5/00	1 024583	024583	24600	GAL	TANK	50,476.45	40,381.16
SHELL OIL COMPANY	82/03/31	5/00	1 025307	025307	23000	GAL	TANK	36,104.14	28,883.31
SUN REFINING & MARKETING	82/11/30	5/00	1 025477	025477	24100	GAL	TANK	37,578.24	30,062.59
WESTVACO CORPORATION	83/06/30	5/00	1 025478	025478	24300	GAL	TANK	37,578.24	30,062.59
PENNZOIL COMPANY	91/12/31	10/00	1 025479	025479	24100	GAL	TANK	37,578.24	30,062.59
TUSCO CORP.	82/11/30	2/00	2 025480	025481	24100	GAL	TANK	74,721.50	59,777.20
ENDASA, S.A. DE C.V.	90/12/31	0/00	1 025482	025482	24100	GAL	TANK	37,360.75	29,888.60
HATCO CHEMICAL CORP	84/10/31	5/00	1 025483	025483	24100	GAL	TANK	38,363.94	30,691.15
TUSCO CORP.	83/04/30	2/06	1 025484	025484	24100	GAL	TANK	38,363.94	30,691.15
PENNZOIL COMPANY	91/12/31	10/00	1 025485	025485	24100	GAL	TANK	38,219.10	30,575.28
AMCCO OIL COMPANY	82/10/31	5/00	1 025486	025486	24100	GAL	TANK	38,218.97	30,575.17
TUSCO CORP.	82/09/30	1/11	1 025487	025487	24100	GAL	TANK	38,218.97	30,575.17
PENNZOIL COMPANY	91/12/31	10/00	1 025488	025488	24100	GAL	TANK	38,218.97	30,575.17
MONSANTO COMPANY	83/04/30	2/00	1 025489	025489	24100	GAL	TANK	38,218.97	30,575.17
WESTVACO CORPORATION	83/06/30	5/00	1 025492	025492	24100	GAL	TANK	38,218.97	30,575.17
MONSANTO COMPANY	83/04/30	2/00	1 025493	025493	24100	GAL	TANK	38,372.46	30,697.96
WESTVACO CORPORATION	83/06/30	5/00	1 025495	025495	24100	GAL	TANK	38,218.97	30,575.17
ZIP TRANSPORTATION	82/11/30	5/00	1 025496	025496	24100	GAL	TANK	38,372.46	30,697.96
MONSANTO COMPANY	83/04/30	2/00	1 025497	025497	24100	GAL	TANK	38,372.46	30,697.96
WESTVACO CORPORATION	83/06/30	5/00	2 025498	025498	24100	GAL	TANK	76,744.92	61,395.92
ARIZONA CHEMICAL COMPANY	86/04/30	15/00	2 025500	025501	23800	GAL	TANK	83,330.87	66,664.68
INTERNATIONAL PAPER CO.	0/00/00	0/04	1 025504	025504	23700	GAL	TANK	41,831.46	33,465.16
GEORGIA PACIFIC	82/01/31	5/00	1 025505	025505	23700	GAL	TANK	41,665.46	33,332.36
UNITED STATES STEEL CORP	84/01/31	5/00	1 025506	025506	23800	GAL	TANK	41,665.46	33,332.36
SUN CHEMICAL CORPORATION	83/04/30	1/00	1 025508	025508	23700	GAL	TANK	42,485.89	33,988.71
INTERNATIONAL PAPER CO.	0/00/00	0/04	1 025509	025509	23800	GAL	TANK	42,485.89	33,988.71
SHELL OIL COMPANY	82/03/31	5/00	1 025510	025510	23700	GAL	TANK	42,485.89	33,988.71
INTERNATIONAL PAPER CO.	0/00/00	0/04	1 025511	025511	23800	GAL	TANK	42,485.89	33,988.71
SHELL OIL COMPANY	82/03/31	5/00	1 025513	025513	23700	GAL	TANK	42,654.49	34,123.59
SHELL OIL COMPANY	82/03/31	5/00	1 025515	025515	23700	GAL	TANK	43,003.59	34,402.87
INTERNATIONAL PAPER CO.	0/00/00	0/04	1 025516	025516	23800	GAL	TANK	43,003.59	34,402.87
INTERNATIONAL PAPER CO.	0/00/00	0/04	1 025518	025518	23700	GAL	TANK	43,003.59	34,402.87
INTERNATIONAL PAPER CO.	0/00/00	0/04	1 025520	025520	23800	GAL	TANK	43,151.99	34,521.59
SHELL OIL COMPANY	82/03/31	5/00	1 025521	025521	23700	GAL	TANK	43,322.55	34,658.04
HUSKY OIL COMPANY	84/04/30	5/00	1 025522	025522	23800	GAL	TANK	43,151.99	34,521.59
AMCCO CHEMICALS CORP	89/05/31	5/10	1 025523	025523	23800	GAL	TANK	43,322.55	34,658.04
AMCCO CHEMICALS CORP	89/05/31	5/10	1 025524	025524	23700	GAL	TANK	42,810.87	34,248.69
AMCCO CHEMICALS CORP	89/05/31	5/10	1 025525	025525	23800	GAL	TANK	42,810.87	34,248.69
AMCCO CHEMICALS CORP	89/05/31	5/10	1 025526	025526	23700	GAL	TANK	42,810.87	34,248.69
AMCCO CHEMICALS CORP	89/05/31	5/10	2 025527	025528	23800	GAL	TANK	85,621.74	68,497.38
ASHLAND CHEMICAL CO.	86/06/30	15/00	1 026051	026051	26800	GAL	TANK	48,932.12	39,145.68
ASHLAND CHEMICAL CO.	86/06/30	15/00	1 026052	026052	26900	GAL	TANK	48,932.11	39,145.68
ASHLAND CHEMICAL CO.	86/06/30	15/00	2 026053	026054	26800	GAL	TANK	97,864.22	78,291.36
GENSTAR LTD	79/09/30	0/06	1 026390	026390	10200	GAL	TANK	31,268.14	25,014.51
GENSTAR LTD	79/09/30	0/06	2 027206	027207	10200	GAL	TANK	59,393.34	47,514.66
GENSTAR LTD	79/09/30	0/06	1 027260	027260	10200	GAL	TANK	31,316.86	25,053.48
NITRAM CHEMICALS INC	85/01/31	1/10	1 027708	027708	10100	GAL	TANK	29,857.77	23,886.21
E. I. DUPONT DE NEMOURS	79/11/30	5/00	1 027709	027709	10200	GAL	TANK	29,857.77	23,886.21
ROYSTER COMPANY	80/01/31	5/00	1 027710	027710	10200	GAL	TANK	29,857.77	23,886.21
C F INDUSTRIES INC	84/05/31	1/00	1 027711	027711	10200	GAL	TANK	29,857.77	23,886.21

LESSEE NAME	EXPIRATION DATE	TERM	QUAN	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
ROYSTER COMPANY	80/01/31	5/00	1	027712	027712	10200	GAL	TANK	30,033.40	24,026.72
C F INDUSTRIES INC	85/07/31	5/00	1	027713	027713	10200	GAL	TANK	29,857.77	23,886.21
INTERNATIONAL MINERALS	85/03/31	3/06	1	027714	027714	10200	GAL	TANK	29,857.77	23,886.21
ROYSTER COMPANY	80/01/31	5/00	1	027715	027715	10200	GAL	TANK	29,485.13	23,588.10
UNION CARBIDE CORPORATION	84/09/30	5/00	1	027716	027716	10200	GAL	TANK	29,485.15	23,588.12
PROCTER AND GAMBLE	85/03/31	2/00	1	027786	027786	10100	GAL	TANK	31,636.31	25,309.04
BADISCHE CORPORATION	85/12/31	13/00	1	028034	028034	18900	GAL	TANK	72,568.07	58,054.45
BADISCHE CORPORATION	86/12/31	12/00	2	028035	028036	18800	GAL	TANK	146,301.86	117,041.48
BADISCHE CORPORATION	86/12/31	12/00	1	028037	028037	18900	GAL	TANK	73,442.37	58,753.89
BRUNN-FORMAN CORP.	85/09/30	5/00	1	028201	028201	21500	GAL	TANK	117,691.29	94,153.03
MILE-HIGH RAILCAR SERVICE	85/03/31	2/00	2	029037	029038	31400	GAL	TANK	96,158.98	76,927.18
MCNCCO CIL COMPANY INC	87/04/30	15/00	3	029039	029041	31400	GAL	TANK	144,238.47	119,390.77
QUAKER STATE OIL	97/05/31	5/00	1	029042	029042	31400	GAL	TANK	48,453.65	38,762.92
MCNCCO CIL COMPANY INC	87/04/30	15/00	7	029043	029049	31400	GAL	TANK	339,175.55	271,340.44
MONOCO CIL COMPANY INC	87/04/30	15/00	1	029050	029050	31200	GAL	TANK	48,453.65	38,762.92
MIDWEST SOLVENTS CO	84/02/29	5/00	1	029955	029955	30000	GAL	TANK	36,961.17	29,568.93
SUN REFINING & MARKETING	88/09/30	10/00	2	031040	031041	31200	GAL	TANK	80,416.05	64,332.83
SUN REFINING & MARKETING	88/09/30	10/00	7	031043	031049	31200	GAL	TANK	282,866.87	226,293.47
LASALLE & BUREAU COUNTY R	0/00/00	5/00	1	031100	031100	04200	CU FT	REFRIG	33,935.47	27,148.37
ZAPATA HAYNIE CORPORATION	85/06/30	5/00	1	031915	031915	03500	CU FT	HOPPER	14,759.14	11,807.31
UNITED STATES STEEL CORP	84/05/31	5/00	1	031920	031920	03500	CU FT	HOPPER	15,017.48	12,013.98
EXXON CHEMICAL AMERICAS	83/11/30	5/00	1	031921	031921	03500	CU FT	HOPPER	15,017.35	12,013.88
UNITED STATES STEEL CORP	84/05/31	5/00	2	031922	031923	03500	CU FT	HOPPER	30,034.70	24,027.76
ENDASA	85/12/31	1/06	1	031925	031925	03500	CU FT	HOPPER	15,017.35	12,013.88
SEAGCAST PRODUCTS INC	83/05/31	2/00	1	031926	031926	03500	CU FT	HOPPER	15,017.35	12,013.88
WE TOAST BREAD COMPANY	84/02/29	5/00	1	031934	031934	03500	CU FT	HOPPER	15,017.35	12,013.88
AMSTAR CORPORATION	84/04/30	5/00	1	031935	031935	03500	CU FT	HOPPER	15,017.35	12,013.88
EXXON CHEMICAL AMERICAS	83/11/30	5/00	2	031936	031937	03500	CU FT	HOPPER	30,034.70	24,027.76
UNITED STATES STEEL CORP	84/05/31	5/00	1	031938	031938	03500	CU FT	HOPPER	15,017.35	12,013.88
ZAPATA HAYNIE CORPORATION	81/07/31	3/00	1	031939	031939	03500	CU FT	HOPPER	15,017.35	12,013.88
EXXON CHEMICAL AMERICAS	83/11/30	5/00	1	031940	031940	03500	CU FT	HOPPER	17,137.51	13,710.00
AMSTAR CORPORATION	84/04/30	5/00	6	031941	031946	03500	CU FT	HOPPER	103,638.44	82,910.74
H J BAKER AND BROTHER INC	88/06/30	5/00	1	031947	031947	03500	CU FT	HOPPER	17,484.02	13,987.21
EXXON CHEMICAL AMERICAS	83/11/30	5/00	1	031949	031949	03500	CU FT	HOPPER	17,484.03	13,987.22
OLIN CHEMICALS OLIN CORP	81/05/31	0/06	1	031950	031950	03500	CU FT	HOPPER	17,484.03	13,987.22
ZAPATA HAYNIE CORPORATION	81/07/31	3/00	1	031951	031951	03500	CU FT	HOPPER	17,484.03	13,987.22
ZAPATA HAYNIE CORPORATION	85/06/30	5/00	1	031953	031953	03500	CU FT	HOPPER	17,435.86	13,948.68
KERR MCGEE CORPORATION	85/12/31	5/00	1	031973	031973	03500	CU FT	HOPPER	20,986.67	16,789.33
POTASH COMPANY OF AMERICA	85/11/30	5/00	1	031974	031974	03500	CU FT	HOPPER	20,986.69	16,789.35
POTASH CORPORATION OF	85/12/31	5/00	1	031975	031975	03500	CU FT	HOPPER	20,801.52	16,641.21
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	031976	031976	03500	CU FT	HOPPER	20,801.52	16,641.21
IMC CHEMICAL GROUP	83/12/31	1/00	1	031977	031977	03500	CU FT	HOPPER	20,801.52	16,641.21
MALLINCKRODT INC	84/04/30	1/00	1	031978	031978	03500	CU FT	HOPPER	20,801.52	16,641.21
IMC CHEMICAL GROUP	83/12/31	1/00	3	031979	031981	03500	CU FT	HOPPER	62,404.56	49,923.63
POTASH COMPANY OF AMERICA	82/05/31	5/00	1	031982	031982	03500	CU FT	HOPPER	20,801.52	16,641.21
KERR MCGEE CORPORATION	86/09/30	5/00	1	031983	031983	03500	CU FT	HOPPER	20,801.52	16,641.21
POTASH COMPANY OF AMERICA	82/05/31	5/00	1	031984	031984	03500	CU FT	HOPPER	20,801.52	16,641.21
IMC CHEMICAL GROUP	83/12/31	1/00	1	031985	031985	03500	CU FT	HOPPER	20,801.52	16,641.21
POTASH CORPORATION OF	85/12/31	5/00	1	031986	031986	03500	CU FT	HOPPER	20,801.52	16,641.21
IMC CHEMICAL GROUP	83/12/31	1/00	1	031987	031987	03500	CU FT	HOPPER	20,986.69	16,789.35
KEANORD INC.	85/03/31	1/10	4	032031	032034	03500	CU FT	HOPPER	84,056.12	67,244.87

LESSEE NAME	EXPIRATION DATE	TERM	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLERAL VALUE
OCCIDENTAL CHEM. CORP.	85/03/31	5/00	2	032035	032036	03500	CU FT	HOPPER	42,028.04	33,622.42
KEVANC RD INC.	85/03/31	1/10	4	032037	032040	03500	CU FT	HOPPER	84,056.08	67,244.84
KERR MCGEE CORPORATION	85/12/31	5/00	1	032062	032062	03500	CU FT	HOPPER	21,321.93	17,057.54
POTASH COMPANY OF AMERICA	81/09/30	5/00	1	032063	032063	03500	CU FT	HOPPER	22,115.41	17,692.32
OWENS CORNING FIBERGLAS	83/11/30	5/00	1	032064	032064	03500	CU FT	HOPPER	22,312.29	17,849.83
CANADA CEMENT LAFARGE, LT	87/06/30	5/00	1	032065	032065	03500	CU FT	HOPPER	22,312.29	17,849.83
ZAPATA HAYNIE CORPORATION	85/06/30	5/00	1	032067	032067	03500	CU FT	HOPPER	17,670.15	14,136.12
CONTINENTAL GRAIN COMPANY	84/04/30	5/00	1	032068	032068	03500	CU FT	HOPPER	17,670.15	14,136.12
SEACOAST PRODUCTS INC	83/04/30	5/00	1	032069	032069	03500	CU FT	HOPPER	17,670.15	14,136.12
H J BAKER AND BROTHER INC	83/06/30	5/00	1	032070	032070	03500	CU FT	HOPPER	17,670.15	14,136.12
ZAPATA HAYNIE CORPORATION	81/08/31	3/00	1	032071	032071	03500	CU FT	HOPPER	17,670.15	14,136.12
AMSTAR CORPORATION	85/09/30	5/00	1	032072	032072	03500	CU FT	HOPPER	17,670.15	14,136.12
EXXON CHEMICAL AMERICAS	83/11/30	5/00	1	032073	032073	03500	CU FT	HOPPER	17,670.15	14,136.12
MEARL CORPORATION	82/04/30	2/00	1	032074	032074	03300	CU FT	HOPPER	17,670.15	14,136.12
STILLINGS PETROLEUM	89/09/30	10/00	1	032074	032074	32700	GAL TANK		36,356.20	29,084.96
ZAPATA HAYNIE CORPORATION	81/08/31	3/00	1	032075	032075	03500	CU FT	HOPPER	17,628.87	14,263.09
JARRETT RANCHES INC	83/07/31	1/07	1	032076	032076	03500	CU FT	HOPPER	17,828.87	14,263.09
AMSTAR CORPORATION	84/04/30	5/00	4	032077	032080	03500	CU FT	HOPPER	71,315.48	57,052.36
POTASH CORPORATION OF	86/12/31	5/00	1	032082	032082	03500	CU FT	HOPPER	19,828.04	15,862.43
MAYFIELD DAIRY FARM INC	87/01/31	5/00	1	032083	032083	03500	CU FT	HOPPER	19,828.14	15,862.51
INC CHEMICAL GROUP	83/12/31	1/00	1	032084	032084	03500	CU FT	HOPPER	19,828.14	15,862.51
E. I. DUPONT DE NEMOURS	84/12/31	5/00	1	032085	032085	03500	CU FT	HOPPER	19,828.14	15,862.51
E. I. DUPONT DE NEMOURS	84/12/31	5/00	1	032087	032087	03500	CU FT	HOPPER	19,828.14	15,862.51
C F INDUSTRIES INC	82/07/31	3/00	1	032090	032090	32700	GAL TANK		37,607.70	30,086.16
JARRETT RANCHES INC	83/10/31	1/10	1	032090	032090	03500	CU FT	HOPPER	19,828.14	15,862.51
STILLINGS PETROLEUM	89/09/30	10/00	2	032091	032092	32700	GAL TANK		78,020.94	62,416.75
FMC CORPORATION	85/01/31	5/00	2	032092	032093	03500	CU FT	HOPPER	40,006.18	32,004.94
GHR ENERGY CORPORATION	89/12/31	10/00	1	032094	032094	32700	GAL TANK		37,607.70	30,086.16
KIDD CREEK MINES, LTD	86/12/31	5/00	1	032095	032095	03500	CU FT	HOPPER	20,003.09	16,002.47
POLYSAR LIMITED	87/10/31	10/00	1	032095	032095	32800	GAL TANK		37,607.70	30,086.16
KIDD CREEK MINES, LTD	86/12/31	5/00	2	032096	032097	03500	CU FT	HOPPER	40,006.18	32,004.94
EXXON CHEMICAL AMERICAS	84/10/31	5/00	1	032097	032097	32800	GAL TANK		37,607.70	30,086.16
FMC CORPORATION	85/01/31	5/00	1	032098	032098	03500	CU FT	HOPPER	20,003.09	16,002.47
GHR ENERGY CORPORATION	89/12/31	10/00	1	032099	032099	32700	GAL TANK		37,607.70	30,086.16
KIDD CREEK MINES, LTD	86/12/31	5/00	3	032100	032102	03500	CU FT	HOPPER	60,009.27	48,007.41
FMC CORPORATION	85/01/31	5/00	1	032104	032104	03500	CU FT	HOPPER	20,003.09	16,002.47
ERCC INDUSTRIES INC	88/11/30	10/00	1	032105	032105	02700	CU FT	HOPPER	20,003.09	16,002.47
KIDD CREEK MINES, LTD	86/12/31	5/00	1	032106	032106	03500	CU FT	HOPPER	20,003.09	16,002.47
N GL SUPPLY LTD	89/09/30	10/00	1	032106	032106	32700	GAL TANK		38,111.90	30,489.52
PENNSYLVANIA GLASS SAND	87/05/31	15/00	2	032107	032108	03500	CU FT	HOPPER	40,006.18	32,004.94
KIDD CREEK MINES, LTD	86/12/31	5/00	1	032109	032109	03500	CU FT	HOPPER	20,003.09	16,002.47
PENNSYLVANIA GLASS SAND	87/05/31	15/00	1	032110	032110	03500	CU FT	HOPPER	20,003.09	16,002.47
KIDD CREEK MINES, LTD	86/12/31	5/00	1	032111	032111	03500	CU FT	HOPPER	20,003.09	16,002.47
PENNSYLVANIA GLASS SAND	87/05/31	15/00	1	032112	032112	03500	CU FT	HOPPER	20,003.09	16,002.47
KIDD CREEK MINES, LTD	86/12/31	5/00	1	032113	032113	03500	CU FT	HOPPER	20,003.09	16,002.47
FMC CORPORATION	85/01/31	5/00	1	032114	032114	03500	CU FT	HOPPER	20,003.09	16,002.47
HENRY EVERMAN	83/11/30	0/08	1	032114	032114	32800	GAL TANK		38,329.68	30,663.74
EXXON CHEMICAL AMERICAS	84/10/31	5/00	1	032115	032115	32800	GAL TANK		38,329.68	30,663.74
SHELL OIL COMPANY	82/03/31	0/05	2	032116	032117	32800	GAL TANK		76,659.36	61,327.48
FARM SERVICE CENTER	83/04/30	1/04	1	032118	032118	32700	GAL TANK		38,329.68	30,663.74
FARM SERVICE CENTER	83/04/30	1/04	1	032119	032119	32800	GAL TANK		38,329.68	30,663.74

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLERAL VALUE
UNITED STATES BORAX	85/09/30	5/00	2	032124	032125	03500	CU FT	HOPPER	42.783.02	34.226.40
OCCELLENTIAL CHEM. CORP.	83/11/30	5/00	1	032126	032126	03500	CU FT	HOPPER	21.391.51	17.113.20
AMERICAN CYANAMID COMPANY	86/08/31	5/00	1	032127	032127	32800	GAL	TANK	37.171.98	29.737.58
SUN REFINING & MARKETING	89/05/31	10/00	2	034862	034863	34000	GAL	TANK	89.029.83	71.223.86
SUN REFINING & MARKETING	89/05/31	10/00	1	034864	034864	33500	GAL	TANK	44.514.93	35.611.94
PETRO-CANADA EXPLORATION	83/12/31	4/09	1	034866	034866	33900	GAL	TANK	44.514.93	35.611.94
NGL SUPPLY LTD	89/10/15	10/00	1	034870	034870	33900	GAL	TANK	44.514.93	35.611.94
PETRO-CANADA EXPLORATION	84/09/30	5/00	1	034873	034873	34000	GAL	TANK	44.514.93	35.611.94
PETRO-CANADA EXPLORATION	84/10/31	5/06	1	034875	034875	34000	GAL	TANK	43.988.66	35.190.92
E. I. DUPONT DE NEMOURS	80/05/30	5/00	1	034878	034878	34000	GAL	TANK	43.988.66	35.190.92
PETRO-CANADA EXPLORATION	84/10/31	5/06	1	034883	034883	34000	GAL	TANK	44.164.62	35.331.69
PETRO-CANADA EXPLORATION	84/09/30	5/00	1	034886	034886	33900	GAL	TANK	44.164.62	35.331.69
PETRO-CANADA EXPLORATION	84/10/31	5/06	1	034888	034888	33900	GAL	TANK	44.164.62	35.331.69
PETRO-CANADA EXPLORATION	85/09/30	5/06	2	034891	034892	34000	GAL	TANK	88.329.24	70.663.38
PETRO-CANADA EXPLORATION	85/09/30	5/06	2	034893	034894	33900	GAL	TANK	88.329.24	70.663.38
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034896	034896	33500	GAL	TANK	44.164.62	35.331.69
WANDA PETROLEUM CO.	86/10/31	15/00	1	034912	034912	34900	GAL	TANK	42.758.15	34.206.52
WANCA PETROLEUM CO.	86/10/31	15/00	4	034913	034916	33900	GAL	TANK	173.327.88	138.662.28
WANDA PETROLEUM CO.	86/10/31	15/00	1	034917	034917	34000	GAL	TANK	43.906.02	35.124.81
WANCA PETROLEUM CO.	86/10/31	15/00	1	034918	034918	33900	GAL	TANK	43.906.02	35.124.81
WANCA PETROLEUM CO.	86/10/31	15/00	1	034919	034919	34000	GAL	TANK	43.906.02	35.124.81
WANDA PETROLEUM CO.	86/10/31	15/00	1	034920	034920	33900	GAL	TANK	42.757.92	34.206.33
WANCA PETROLEUM CO.	86/10/31	15/00	4	034921	034924	34000	GAL	TANK	174.475.98	139.580.76
WANCA PETROLEUM CO.	86/10/31	15/00	1	034926	034926	34000	GAL	TANK	43.906.02	35.124.81
WANDA PETROLEUM CO.	85/10/31	15/00	5	034928	034932	34000	GAL	TANK	219.530.10	175.624.05
WANCA PETROLEUM CO.	86/10/31	15/00	1	034933	034933	33900	GAL	TANK	43.906.02	35.124.81
WANDA PETROLEUM CO.	86/10/31	15/00	1	034934	034934	34000	GAL	TANK	43.906.02	35.124.81
WANCA PETROLEUM CO.	86/10/31	15/00	1	034935	034935	33900	GAL	TANK	43.906.02	35.124.81
WANDA PETROLEUM CO.	86/10/31	15/00	1	034936	034936	34000	GAL	TANK	43.906.02	35.124.81
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034937	034937	33900	GAL	TANK	44.034.54	35.227.63
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034939	034939	33800	GAL	TANK	42.472.83	33.978.26
PETRO-CANADA EXPLORATION	85/09/30	5/06	2	034941	034942	33900	GAL	TANK	84.945.58	67.956.46
SUN REFINING & MARKETING	81/12/31	5/00	1	034943	034943	34000	GAL	TANK	42.472.79	33.978.23
SUN REFINING & MARKETING	81/12/31	5/00	1	034944	034944	33900	GAL	TANK	42.594.24	34.075.39
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034945	034945	34000	GAL	TANK	42.895.20	34.316.16
PETRO-CANADA EXPLORATION	84/10/31	5/06	1	034946	034946	33900	GAL	TANK	42.933.84	34.346.91
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034948	034948	33900	GAL	TANK	42.724.96	34.179.96
PETRO-CANADA EXPLORATION	85/09/30	5/06	2	034949	034950	33800	GAL	TANK	85.485.15	68.388.11
PETRO-CANADA EXPLORATION	85/09/30	5/06	2	034952	034953	33900	GAL	TANK	85.485.16	68.388.12
SUN REFINING & MARKETING	81/12/31	5/00	1	034955	034955	33900	GAL	TANK	43.149.10	34.519.28
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034956	034956	33900	GAL	TANK	42.641.46	34.113.16
AERCPRES CORPORATION	83/08/31	10/00	1	034957	034957	33800	GAL	TANK	42.810.68	34.248.54
SHERRITT GORDON MINES LTD	91/08/31	10/00	2	034958	034959	33900	GAL	TANK	86.298.20	69.038.56
SUN REFINING & MARKETING	81/12/31	5/00	1	034960	034960	33800	GAL	TANK	42.810.68	34.248.54
AERCPRES CORPORATION	83/08/31	10/00	1	034961	034961	33900	GAL	TANK	42.810.68	34.248.54
DIVERSIFIED CHEMICALS	86/04/30	15/00	1	034962	034962	33900	GAL	TANK	44.089.37	35.271.49
DIVERSIFIED CHEMICALS	86/04/30	15/00	2	034963	034964	34000	GAL	TANK	88.354.30	70.683.43
DIVERSIFIED CHEMICALS	86/04/30	15/00	2	034965	034966	33900	GAL	TANK	88.354.30	70.683.43
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034967	034967	33900	GAL	TANK	42.472.25	33.977.80
PETRO-CANADA EXPLORATION	83/12/31	4/09	1	034968	034968	34000	GAL	TANK	43.149.10	34.519.28
PETRO-CANADA EXPLORATION	85/09/30	5/06	2	034969	034970	33900	GAL	TANK	84.944.50	67.955.60

LESSEE NAME	EXPIRATION DATE	TERM LEASE TITY	QUAN	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
SUN REFINING & MARKETING	81/12/31	5/00	1	034971	034971	34000	GAL	TANK	42,810.68	34,248.54
SUN REFINING & MARKETING	81/12/31	5/00	1	034972	034972	33900	GAL	TANK	42,361.05	33,888.84
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034973	034973	34000	GAL	TANK	42,698.62	34,158.89
PETRO-CANADA EXPLORATION	85/09/30	5/06	3	034974	034976	33900	GAL	TANK	127,420.78	101,936.62
PETRO-CANADA EXPLORATION	85/09/30	5/06	2	034977	034978	34000	GAL	TANK	85,113.71	68,090.96
PETRO-CANADA EXPLORATION	85/09/30	5/06	1	034980	034980	34000	GAL	TANK	42,810.68	34,248.54
PETRO-CANADA EXPLORATION	85/09/30	5/06	2	034981	034982	33900	GAL	TANK	86,298.20	69,038.56
SHERRITT GURDEN MINES LTD	91/08/31	10/00	1	034983	034983	33900	GAL	TANK	42,810.68	34,248.54
PETRO-CANADA EXPLORATION	83/12/31	4/09	2	034984	034985	33900	GAL	TANK	85,621.36	68,497.08
PETRO-CANADA EXPLORATION	83/12/31	4/09	2	034986	034987	34000	GAL	TANK	85,959.78	68,767.82
SHERRITT GURDEN MINES LTD	91/08/31	10/00	1	034988	034988	34000	GAL	TANK	42,641.46	34,113.16
TRAVENOL LABORATORIES INC	81/10/31	3/00	1	041000	041000	04600	CU FT	REFRIG	23,415.47	18,732.37
KERR MCGEE CORPORATION	83/01/31	5/00	1	041002	041002	04600	CU FT	REFRIG	23,188.46	18,550.76
TRAVENOL LABORATORIES INC	81/10/31	3/00	1	041003	041003	04600	CU FT	REFRIG	23,249.58	18,599.66
KERR MCGEE CORPORATION	83/01/31	5/00	2	041004	041005	04500	CU FT	REFRIG	40,928.20	32,742.55
DRESSER INDUSTRIES, INC.	85/11/30	15/00	1	041042	041042	04600	CU FT	REFRIG	22,652.08	16,121.66
INTERNATIONAL MULTI FOODS	0/00/00	7/00	4	041056	041059	04600	CU FT	REFRIG	90,368.84	72,295.04
KERR MCGEE CORPORATION	83/01/31	5/00	1	041061	041061	04400	CU FT	REFRIG	21,520.01	17,216.00
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	041063	041063	04600	CU FT	REFRIG	20,558.78	16,447.02
CANADIAN FOREST PRODUCTS	82/12/31	4/00	1	041064	041064	04600	CU FT	REFRIG	20,558.74	16,446.99
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	041065	041065	04500	CU FT	REFRIG	20,558.74	16,446.99
CANADIAN FOREST PRODUCTS	82/12/31	4/00	2	041066	041067	04600	CU FT	REFRIG	41,117.48	32,893.98
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	041068	041068	04500	CU FT	REFRIG	20,558.74	16,446.99
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	041070	041070	04600	CU FT	REFRIG	20,558.74	16,446.99
CANADIAN FOREST PRODUCTS	82/12/31	4/00	1	041071	041071	04600	CU FT	REFRIG	20,558.74	16,446.99
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	041072	041072	04600	CU FT	REFRIG	20,558.74	16,446.99
CANADIAN FOREST PRODUCTS	82/12/31	4/00	1	041073	041073	04500	CU FT	REFRIG	21,520.00	17,216.00
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	041074	041074	04600	CU FT	REFRIG	21,520.00	17,216.00
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	2	041076	041077	04600	CU FT	REFRIG	43,040.00	34,432.00
CANADIAN FOREST PRODUCTS	82/12/31	4/00	1	041078	041078	04500	CU FT	REFRIG	21,520.00	17,216.00
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	041079	041079	04500	CU FT	REFRIG	21,520.00	17,216.00
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	041080	041080	04600	CU FT	REFRIG	21,520.00	17,216.00
CANADIAN FOREST PRODUCTS	82/12/31	4/00	1	041081	041081	04600	CU FT	REFRIG	21,520.00	17,216.00
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	041082	041082	04500	CU FT	REFRIG	21,738.85	17,391.08
KERR MCGEE CORPORATION	83/01/31	5/00	1	041085	041085	04500	CU FT	REFRIG	21,738.85	17,391.08
KERR MCGEE CORPORATION	83/01/31	5/00	3	041087	041089	04500	CU FT	REFRIG	67,405.02	53,924.01
PINETTE & THERIEN MILLS	83/03/31	5/00	1	041090	041090	04500	CU FT	REFRIG	21,738.85	17,391.08
KERR MCGEE CORPORATION	83/01/31	5/00	1	041091	041091	04500	CU FT	REFRIG	21,738.85	17,391.08
TRAVENOL LABORATORIES INC	81/10/31	3/00	1	041093	041093	04500	CU FT	REFRIG	21,738.85	17,391.08
S C JOHNSON AND SONS INC	80/04/30	5/00	1	041703	041703	04200	CU FT	REFRIG	25,304.15	20,243.32
CHICAGO AND NORTHWESTERN	99/11/30	15/00	1	041704	041704	04200	CU FT	REFRIG	25,304.33	20,243.46
S C JOHNSON AND SONS INC	80/04/30	5/00	1	041705	041705	04200	CU FT	REFRIG	24,853.81	19,883.04
CHICAGO AND NORTHWESTERN	99/11/30	15/00	2	041706	041707	04200	CU FT	REFRIG	50,608.66	40,486.92
S C JOHNSON AND SONS INC	80/04/30	5/00	1	041708	041708	04200	CU FT	REFRIG	24,853.81	19,883.04
CHICAGO AND NORTHWESTERN	99/11/30	15/00	5	041709	041713	04200	CU FT	REFRIG	126,071.13	100,856.88
CHICAGO AND NORTHWESTERN	99/11/30	15/00	1	041715	041715	04200	CU FT	REFRIG	25,304.33	20,243.46
CHICAGO AND NORTHWESTERN	99/11/30	15/00	1	041717	041717	04200	CU FT	REFRIG	25,304.33	20,243.46
CHICAGO AND NORTHWESTERN	99/11/30	15/00	4	041719	041722	04200	CU FT	REFRIG	101,217.32	80,973.84
S C JOHNSON AND SONS INC	80/04/30	5/00	1	041723	041723	04200	CU FT	REFRIG	25,304.33	20,243.46
CHICAGO AND NORTHWESTERN	99/11/30	15/00	6	041725	041730	04200	CU FT	REFRIG	150,924.94	120,739.92
CHICAGO AND NORTHWESTERN	99/11/30	15/00	6	041732	041737	04200	CU FT	REFRIG	151,825.98	121,460.76

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	DESC CAPA	RIPTION CITY	AAR TYPE	CULLATERAL VALUE
CHICAGO AND NORTHWESTERN NCNE	99/11/30 0/00/00	15/00 0/00	11 1	041739 041750	041749 041750	04200 04200	CU FT CU FT	REFRIG REFRIG	278,347.63 25,304.33
CHICAGO AND NORTHWESTERN WELDWOOD OF CANADA LTD	99/11/30 80/07/31	15/00 5/00	2 1	041751 041753	041752 041753	04200 04700	CU FT CU FT	REFRIG REFRIG	50,608.66 22,365.55
B C FOREST PRODUCTS	84/12/31	2/00	1	041755	041755	04700	CU FT	REFRIG	22,365.96
PEAVEY COMPANY	85/10/31	5/00	1	041756	041756	04700	CU FT	REFRIG	22,365.96
SAVANNAH FOODS AND WELDWOOD OF CANADA LTD	80/03/31 80/07/31	5/00 5/00	2 2	041757 041760	041758 041761	04600 04700	CU FT CU FT	REFRIG REFRIG	44,731.92 44,731.92
KERR MCGEE CORPORATION	83/01/31	5/00	2	041763	041764	04600	CU FT	REFRIG	22,365.96
KERR MCGEE CORPORATION	83/06/30	5/00	1	041788	041788	04600	CU FT	REFRIG	22,365.96
ABBOTT LABORATORIES INC	84/06/03	10/00	1	041789	041789	04600	CU FT	REFRIG	22,365.96
CARNATION COMPANY	80/05/31	5/00	1	041790	041790	04700	CU FT	REFRIG	22,365.96
WELDWOOD OF CANADA LTD	80/07/31	5/00	1	041791	041791	04700	CU FT	REFRIG	22,365.96
FLORIDA EAST COAST RY CO	80/01/31	5/00	1	041793	041793	04600	CU FT	REFRIG	22,365.96
PEAVEY COMPANY	85/10/31	5/00	1	041795	041795	04700	CU FT	REFRIG	22,168.61
B C FOREST PRODUCTS	84/12/31	2/00	1	041796	041796	04600	CU FT	REFRIG	22,365.96
ABBOTT LABORATORIES INC	84/06/03	10/00	1	041797	041797	04600	CU FT	REFRIG	22,365.96
PEAVEY COMPANY	85/10/31	5/00	1	041798	041798	04700	CU FT	REFRIG	22,365.96
KERR MCGEE CORPORATION	83/06/30	5/00	1	041799	041799	04600	CU FT	REFRIG	22,365.96
WELDWOOD OF CANADA LTD	80/07/31	5/00	1	041800	041800	04700	CU FT	REFRIG	22,365.96
KERR MCGEE CORPORATION	83/01/31	5/00	1	041801	041801	04600	CU FT	REFRIG	22,365.96
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	041802	041802	04700	CU FT	REFRIG	22,365.96
WELDWOOD OF CANADA LTD	80/07/31	5/00	1	041804	041804	04700	CU FT	REFRIG	22,365.96
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	041805	041805	04700	CU FT	REFRIG	22,365.96
PEAVEY COMPANY	85/10/31	5/00	1	041806	041806	04700	CU FT	REFRIG	22,365.96
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	041807	041807	04700	CU FT	REFRIG	22,365.96
PEAVEY COMPANY	85/10/31	5/00	1	041808	041808	04700	CU FT	REFRIG	22,365.96
KERR MCGEE CORPORATION	83/06/30	5/00	1	041810	041810	04600	CU FT	REFRIG	22,365.96
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	041812	041812	04700	CU FT	REFRIG	22,365.96
DRESSER INDUSTRIES, INC.	0/00/00	5/00	1	041813	041813	04600	CU FT	REFRIG	22,365.96
NCNE	0/00/00	0/00	1	041815	041815	04700	CU FT	REFRIG	22,365.96
PEAVEY COMPANY	85/10/31	5/00	1	041816	041816	04700	CU FT	REFRIG	22,365.96
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	041817	041817	04700	CU FT	REFRIG	22,365.96
PEAVEY COMPANY	85/10/31	5/00	1	041818	041818	04700	CU FT	REFRIG	22,365.96
B C FOREST PRODUCTS	84/12/31	2/00	1	041819	041819	04600	CU FT	REFRIG	22,365.96
WELDWOOD OF CANADA LTD	80/07/31	5/00	1	041820	041820	04700	CU FT	REFRIG	22,365.96
WELDWOOD OF CANADA LTD	80/07/31	5/00	1	041823	041823	04700	CU FT	REFRIG	22,365.96
TRANSKENTUCKY TRANSPORTAT	0/00/00	0/02	1	041824	041824	04700	CU FT	REFRIG	22,365.96
PEAVEY COMPANY	85/10/31	5/00	1	041825	041825	04700	CU FT	REFRIG	22,563.30
B C FOREST PRODUCTS	84/12/31	2/00	1	041826	041826	04600	CU FT	REFRIG	22,760.65
ABBOTT LABORATORIES INC	84/06/03	10/00	1	041827	041827	04600	CU FT	REFRIG	22,563.30
PEAVEY COMPANY	85/10/31	5/00	1	041828	041828	04700	CU FT	REFRIG	22,168.61
WELDWOOD OF CANADA LTD	80/07/31	5/00	1	041829	041829	04700	CU FT	REFRIG	22,563.30
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	041830	041830	04700	CU FT	REFRIG	22,563.30
KERR MCGEE CORPORATION	83/01/31	5/00	1	041831	041831	04600	CU FT	REFRIG	22,365.96
PEAVEY COMPANY	85/10/31	5/00	1	041836	041836	04700	CU FT	REFRIG	22,168.61
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	041839	041839	04700	CU FT	REFRIG	22,563.30
FLORIDA EAST COAST RY CO	80/01/31	5/00	1	041840	041840	04600	CU FT	REFRIG	22,365.96
KERR MCGEE CORPORATION	83/06/30	5/00	1	041842	041842	04600	CU FT	REFRIG	22,563.30
PEAVEY COMPANY	85/10/31	5/00	1	041843	041843	04600	CU FT	REFRIG	22,563.30
KERR MCGEE CORPORATION	83/06/30	5/00	1	041844	041844	04600	CU FT	REFRIG	22,563.30

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	DESC CAPA	RIPTION CITY	AAR TYPE	CULLERAL VALUE
PEAVEY COMPANY	85/10/31	5/00	1	041845	041845 04700	CU FT	REFRIG	22,563.30
KERR MCGEE CORPORATION	83/01/31	5/00	1	041846	041846 04600	CU FT	REFRIG	22,563.30
INTERNATIONAL MULTI FOODS	0/00/00	7/00	2	041847	041848 04700	CU FT	REFRIG	45,126.60
WELDWOOD OF CANADA LTD	80/07/31	5/00	1	041849	041849 04700	CU FT	REFRIG	22,563.30
PEAVEY COMPANY	85/10/31	5/00	2	041850	041851 04700	CU FT	REFRIG	45,126.60
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	041852	041852 04700	CU FT	REFRIG	22,563.30
CHICAGO MILWAUKEE ST PAUL	82/10/31	0/05	9	041889	041897 04300	CU FT	REFRIG	237,525.84
CHICAGO MILWAUKEE ST PAUL	82/10/31	0/05	5	041899	041903 04300	CU FT	REFRIG	131,729.97
CHICAGO MILWAUKEE ST PAUL	82/10/31	0/05	15	041905	041919 04300	CU FT	REFRIG	395,647.57
S C JOHNSON AND SONS INC	87/05/14	5/00	1	041920	041920 04300	CU FT	REFRIG	26,391.76
PEAVEY COMPANY	85/10/31	5/00	1	041921	041921 04300	CU FT	REFRIG	26,391.76
S C JOHNSON AND SONS INC	87/05/14	5/00	11	041922	041932 04300	CU FT	REFRIG	290,309.36
CHICAGO AND NORTHWESTERN	99/11/30	15/00	4	041933	041936 04400	CU FT	REFRIG	106,253.53
S C JOHNSON AND SONS INC	80/04/30	5/00	1	041937	041937 04200	CU FT	REFRIG	26,391.76
CHICAGO AND NORTHWESTERN	99/11/30	15/00	1	041938	041938 04400	CU FT	REFRIG	26,391.76
CHICAGO AND NORTHWESTERN	99/11/30	15/00	1	041939	041939 04200	CU FT	REFRIG	26,391.76
CHICAGO AND NORTHWESTERN	99/11/30	15/00	2	041942	041943 04200	CU FT	REFRIG	53,241.18
CHICAGO AND NORTHWESTERN	99/11/30	15/00	8	041944	041951 04400	CU FT	REFRIG	212,964.72
CHICAGO AND NORTHWESTERN	99/11/30	15/00	1	041952	041952 04200	CU FT	REFRIG	26,620.59
TRAVENOL LABORATORIES INC	81/10/31	3/00	4	041953	041956 04600	CU FT	REFRIG	92,297.10
KERR MCGEE CORPORATION	83/01/31	5/00	1	041957	041957 04600	CU FT	REFRIG	23,867.76
DRESSER INDUSTRIES, INC.	0/00/00	5/00	3	041958	041960 04500	CU FT	REFRIG	69,223.11
DRESSER INDUSTRIES, INC.	0/00/00	5/00	1	041961	041961 04600	CU FT	REFRIG	23,074.37
DRESSER INDUSTRIES, INC.	83/06/30	5/00	1	041962	041962 04500	CU FT	REFRIG	23,074.37
DRESSER INDUSTRIES, INC.	83/06/30	5/00	2	041964	041965 04500	CU FT	REFRIG	43,371.88
DRESSER INDUSTRIES, INC.	0/00/00	5/00	1	041966	041966 04600	CU FT	REFRIG	23,074.37
DRESSER INDUSTRIES, INC.	83/06/30	5/00	1	041967	041967 04500	CU FT	REFRIG	21,685.94
DRESSER INDUSTRIES, INC.	0/00/00	5/00	2	041969	041970 04600	CU FT	REFRIG	46,148.74
DRESSER INDUSTRIES, INC.	83/06/30	5/00	1	041971	041971 04500	CU FT	REFRIG	21,685.94
DRESSER INDUSTRIES, INC.	0/00/00	5/00	1	041972	041972 04600	CU FT	REFRIG	23,074.37
DRESSER INDUSTRIES, INC.	83/06/30	5/00	1	041973	041973 04500	CU FT	REFRIG	23,074.37
ENDASA, S.A. DE C.V.	90/12/31	0/01	2	041974	041975 04700	CU FT	REFRIG	41,740.14
PFIZER INC	84/12/31	5/00	1	041980	041980 04700	CU FT	REFRIG	23,074.37
PFIZER INC	84/05/31	5/00	1	041982	041982 04700	CU FT	REFRIG	23,074.37
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	041996	041996 04600	CU FT	REFRIG	23,272.72
ENCASA, S.A. DE C.V.	90/12/31	0/01	1	042001	042001 04700	CU FT	KFRIG	23,272.72
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	042003	042003 04700	CU FT	REFRIG	23,272.72
ENCASA, S.A. DE C.V.	90/12/31	0/01	1	042005	042005 04700	CU FT	REFRIG	23,272.72
CANADIAN FOREST PRODUCTS	82/12/31	4/00	1	042006	042006 04600	CU FT	REFRIG	23,272.72
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	042009	042009 04700	CU FT	REFRIG	23,272.72
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	042044	042044 04700	CU FT	REFRIG	23,470.45
PEAVEY COMPANY	85/10/31	5/00	1	042102	042102 04700	CU FT	REFRIG	23,826.62
INTERNATIONAL MULTI FOODS	0/00/00	7/00	1	042105	042105 04600	CU FT	REFRIG	22,428.97
PEAVEY COMPANY	85/10/31	5/00	1	042112	042112 04600	CU FT	REFRIG	22,029.64
KERR MCGEE CORPORATION	83/06/30	5/00	2	042708	042709 04600	CU FT	REFRIG	45,073.12
INDIANA FARM BUREAU	80/01/31	10/00	1	048235	048235 04400	CU FT	HOPPER	27,970.88
NRTH AMERICAN CAR (CANAD	0/00/00	15/00	2	048278	048279 04400	CU FT	HOPPER	57,960.90
PUTASH COMPANY OF AMERICA	84/07/31	5/00	1	048281	048281 04400	CU FT	HOPPER	29,032.39
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	048283	048283 04400	CU FT	HOPPER	28,980.45
PUTASH COMPANY OF AMERICA	84/07/31	5/00	1	048284	048284 04400	CU FT	HOPPER	28,980.45
INTERNATIONAL MULTI FOODS	83/03/31	5/00	1	048286	048286 04400	CU FT	HOPPER	29,032.39

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	DESC CAPA CITY	RIPOTION TYPE	AAR VALUE	CULL ATERAL VALUE
ICG RAILROAD COMPANY	07/00/00	0/03	1	048287	048287 04400	CU FT HOPPER	28.980.45..	23.184.36
UNITED STATES BORAX	82/07/31	5/00	1	048289	048289 04400	CU FT HOPPER	28.980.45	23.184.36
PILLSBURY COMPANY	83/01/31	0/04	1	048290	048290 04400	CU FT HOPPER	28.980.45	23.184.36
ATCHISON TOPEKA AND	83/06/30	1/00	1	048291	048291 04400	CU FT HOPPER	29.032.39	23.225.91
PILLSBURY COMPANY	83/01/31	0/04	1	048292	048292 04400	CU FT HOPPER	29.032.39	23.225.91
QUEBEC IRON AND TITANIUM	83/01/31	3/00	1	048294	048294 04400	CU FT HOPPER	29.032.39	23.225.91
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048295	048295 04400	CU FT HOPPER	28.980.45	23.184.36
ICG RAILROAD COMPANY	07/00/00	0/03	1	048296	048296 04400	CU FT HOPPER	28.980.45	23.184.36
TIDEWATER GRAIN CO.	88/04/30	0/06	1	048298	048298 04400	CU FT HOPPER	28.980.45	23.184.36
PILLSBURY COMPANY	83/01/31	0/04	1	048299	048299 04400	CU FT HOPPER	28.980.45	23.184.36
ENDASA, S.A. DE C.V.	07/00/00	3/00	1	048300	048300 04400	CU FT HOPPER	28.980.45	23.184.36
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	2	048301	048302 04400	CU FT HOPPER	57.966.37	46.377.09
MORTON SALT DIVISION	86/06/30	3/03	1	048303	048303 04400	CU FT HOPPER	29.032.39	23.225.91
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	1	048304	048304 04400	CU FT HOPPER	29.032.39	23.225.91
PILLSBURY COMPANY	83/03/15	0/01	1	048305	048305 04400	CU FT HOPPER	28.985.92	23.188.73
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	1	048306	048306 04400	CU FT HOPPER	29.032.39	23.225.91
MORTON SALT DIVISION	86/06/30	3/03	1	048308	048308 04400	CU FT HOPPER	28.985.92	23.188.73
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	2	048309	048310 04400	CU FT HOPPER	57.971.84	46.377.46
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048311	048311 04400	CU FT HOPPER	28.985.92	23.188.73
CANADIAN NATIONAL RAILWAY	07/00/00	0/03	1	048313	048313 04400	CU FT HOPPER	28.985.92	23.188.73
ATCHISON TOPEKA AND	83/06/30	1/00	1	048314	048314 04400	CU FT HOPPER	28.985.92	23.188.73
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	1	048315	048315 04400	CU FT HOPPER	28.985.92	23.188.73
PILLSBURY COMPANY	83/01/31	0/04	1	048316	048316 04400	CU FT HOPPER	29.147.55	23.318.04
LANDMARK, INCUPRATED	07/00/00	17/00	1	048317	048317 04400	CU FT HOPPER	28.985.92	23.188.73
MORTON SALT DIVISION	86/06/30	3/03	1	048319	048319 04400	CU FT HOPPER	29.147.55	23.318.04
CANADIAN NATIONAL RAILWAY	07/00/00	0/03	1	048320	048320 04400	CU FT HOPPER	29.147.55	23.318.04
ENDASA, S.A. DE C.V.	07/00/00	3/00	1	048321	048321 04400	CU FT HOPPER	28.985.92	23.188.73
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	1	048324	048324 04400	CU FT HOPPER	29.147.55	23.318.04
UNITED STATES BOKAX	82/07/31	5/00	1	048325	048325 04400	CU FT HOPPER	29.147.55	23.318.04
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	2	048326	048327 04400	CU FT HOPPER	58.295.10	46.636.08
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048328	048328 04400	CU FT HOPPER	29.147.55	23.318.04
ATCHISON TOPEKA AND	83/06/30	1/00	1	048329	048329 04400	CU FT HOPPER	29.147.55	23.318.04
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	1	048330	048330 04400	CU FT HOPPER	29.147.55	23.318.04
UNITED STATES BOKAX	82/07/31	5/00	1	048331	048331 04400	CU FT HOPPER	29.147.55	23.318.04
ENDASA, S.A. DE C.V.	07/00/00	3/00	1	048333	048333 04400	CU FT HOPPER	29.147.55	23.318.04
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048334	048334 04400	CU FT HOPPER	29.147.55	23.318.04
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	1	048335	048335 04400	CU FT HOPPER	29.147.55	23.318.04
FARMERS COOPERATIVE	83/04/30	5/00	1	048336	048336 04400	CU FT HOPPER	29.147.55	23.318.04
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048338	048338 04400	CU FT HOPPER	29.479.82	23.583.85
C F INDUSTRIES INC	86/01/31	5/00	1	048340	048340 04400	CU FT HOPPER	29.479.82	23.583.85
PILLSBURY COMPANY	83/01/31	0/04	1	048341	048341 04400	CU FT HOPPER	29.643.29	23.714.63
ENDASA, S.A. DE C.V.	07/00/00	3/00	1	048342	048342 04400	CU FT HOPPER	29.643.29	23.714.63
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	1	048343	048343 04400	CU FT HOPPER	29.316.35	23.453.08
NORTON SALT DIVISTION	86/06/30	3/03	1	048344	048344 04400	CU FT HOPPER	29.643.29	23.714.63
TIDEWATER GRAIN CO.	88/04/30	0/06	1	048345	048345 04400	CU FT HOPPER	29.009.06	23.207.24
BUCKEYE FEED AND SUPPLY	07/00/00	0/00	1	048346	048346 04400	CU FT HOPPER	29.009.12	23.207.29
LANDMARK, INCUPRATED	07/00/00	1/00	1	048347	048347 04400	CU FT HOPPER	29.009.12	23.207.29
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	2	048348	048349 04400	CU FT HOPPER	58.018.24	46.414.58
NORTH AMERICAN CAR (CANAD	07/00/00	15/00	1	048351	048351 04400	CU FT HOPPER	29.115.41	23.292.32
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048352	048352 04400	CU FT HOPPER	29.115.41	23.292.32
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048354	048354 04400	CU FT HOPPER	29.115.41	23.292.32

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	DESC CITY	RIPOTION TYPE	AAR VALUE	CULL ALATERAL VALUE
CHICAGO & NORTH WESTERN S	84/03/31	0/09	1 048356	048356	04400 CU	FT HOPPER	29.009.12	23.207.29
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048358	048358	04400 CU	FT HOPPER	29.115.41	23.292.32
PUTASH COMPANY OF AMERICA	84/07/31	5/00	2 048359	048360	04400 CU	FT HOPPER	58.230.82	46.584.64
BUCKEYE FEED AND SUPPLY	0/00/00	0/00	1 048361	048361	04400 CU	FT HOPPER	29.009.12	23.207.29
POTASH COMPANY OF AMERICA	84/07/31	5/00	1 048362	048362	04400 CU	FT HOPPER	29.009.12	23.207.29
ENCASA, S.A. DE C.V.	0/00/00	3/00	1 048363	048363	04400 CU	FT HOPPER	29.115.41	23.292.32
MORTON SALT DIVISION	86/06/30	3/03	1 048364	048364	04400 CU	FT HOPPER	29.115.41	23.292.32
MORTON SALT DIVISION	86/06/30	3/03	1 048366	048366	04400 CU	FT HOPPER	29.009.12	23.207.29
PILLSBURY COMPANY	83/01/31	0/04	1 048368	048368	04400 CU	FT HOPPER	29.115.41	23.292.32
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1 048370	048370	04800 CU	FT HOPPER	31.702.02	25.361.61
BUCKEYE FEED AND SUPPLY	0/00/00	0/00	1 048372	048372	04400 CU	FT HOPPER	29.898.40	23.918.72
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048374	048374	04400 CU	FT HOPPER	29.898.40	23.918.72
CHICAGO & NORTH WESTERN S	84/03/31	0/09	1 048376	048376	04400 CU	FT HOPPER	30.390.33	24.312.26
POTASH COMPANY OF AMERICA	84/07/31	5/00	1 048378	048378	04400 CU	FT HOPPER	30.062.38	24.049.90
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048380	048380	04400 CU	FT HOPPER	30.062.38	24.049.90
PILLSBURY COMPANY	83/01/31	0/04	1 048381	048381	04400 CU	FT HOPPER	30.062.38	24.049.90
POTASH COMPANY OF AMERICA	84/07/31	5/00	1 048382	048382	04400 CU	FT HOPPER	30.062.38	24.049.90
LANDMARK INCORPORATED	0/00/00	1/00	1 048383	048383	04400 CU	FT HOPPER	29.898.40	23.918.72
PILLSBURY COMPANY	83/01/31	0/04	1 048384	048384	04400 CU	FT HOPPER	29.898.40	23.918.72
MORTON SALT DIVISION	86/06/30	3/03	1 048385	048385	04400 CU	FT HOPPER	30.062.38	24.049.90
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048386	048386	04400 CU	FT HOPPER	29.898.40	23.918.72
CHICAGO & NORTH WESTERN S	84/03/31	0/09	1 048387	048387	04400 CU	FT HOPPER	30.062.38	24.049.90
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048388	048388	04400 CU	FT HOPPER	29.898.40	23.918.72
MORTON SALT DIVISION	86/06/30	3/03	1 048389	048389	04400 CU	FT HOPPER	30.062.38	24.049.90
QUEBEC IRON AND TITANIUM	83/01/31	3/00	1 048390	048390	04400 CU	FT HOPPER	30.062.38	24.049.90
LANDMARK, INCORPORATED	0/00/00	1/00	1 048392	048392	04400 CU	FT HOPPER	29.898.40	23.918.72
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048394	048394	04400 CU	FT HOPPER	29.898.40	23.918.72
MORTON SALT DIVISION	86/06/30	3/03	1 048395	048395	04400 CU	FT HOPPER	30.007.36	24.005.88
LANDMARK, INCORPORATED	0/00/00	1/00	1 048397	048397	04400 CU	FT HOPPER	30.334.45	24.267.56
TERRA CHEMICALS	83/10/31	5/00	1 048399	048399	04400 CU	FT HOPPER	30.007.10	24.005.68
PILLSBURY COMPANY	83/03/15	0/01	1 048400	048400	04400 CU	FT HOPPER	29.843.42	23.874.73
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048401	048401	04400 CU	FT HOPPER	29.843.42	23.874.73
QUEBEC IRON AND TITANIUM	83/01/31	3/00	1 048402	048402	04400 CU	FT HOPPER	30.007.10	24.005.68
POTASH COMPANY OF AMERICA	84/07/31	5/00	1 048403	048403	04400 CU	FT HOPPER	30.007.10	24.005.68
ENDASA, S.A. DE C.V.	0/00/00	3/00	1 048404	048404	04400 CU	FT HOPPER	30.007.10	24.005.68
MORTON SALT DIVISION	86/06/30	3/03	1 048405	048405	04400 CU	FT HOPPER	30.007.10	24.005.68
POTASH COMPANY OF AMERICA	84/07/31	5/00	1 048406	048406	04400 CU	FT HOPPER	30.007.10	24.005.68
NCRTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048407	048407	04400 CU	FT HOPPER	29.843.42	23.874.73
POTASH CORPORAION OF	82/02/28	4/00	1 048408	048408	04400 CU	FT HOPPER	30.007.10	24.005.68
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048410	048410	04400 CU	FT HOPPER	30.007.10	24.005.68
CARGILL INC (SOYBEAN PLAN	83/11/30	5/00	1 048413	048413	04400 CU	FT HOPPER	29.843.42	23.874.73
BUCKEYE FEED AND SUPPLY	0/00/00	0/00	1 048414	048414	04400 CU	FT HOPPER	30.007.10	24.005.68
CHICAGO & NORTH WESTERN S	84/03/31	0/09	1 048415	048415	04400 CU	FT HOPPER	29.843.42	23.874.73
BUCKEYE FEED AND SUPPLY	0/00/00	0/00	1 048416	048416	04400 CU	FT HOPPER	30.007.10	24.005.68
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048417	048417	04400 CU	FT HOPPER	30.007.10	24.005.68
UNITED STATES BORAX	82/07/31	5/00	1 048418	048418	04400 CU	FT HOPPER	30.007.10	24.005.68
BUCKEYE FEED AND SUPPLY	0/00/00	0/00	1 048420	048420	04400 CU	FT HOPPER	30.007.10	24.005.68
ATCHISON TOPEKA AND	83/06/30	1/00	1 048421	048421	04400 CU	FT HOPPER	30.007.10	24.005.68
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1 048422	048422	04400 CU	FT HOPPER	30.007.10	24.005.68
TCG RAILROAD COMPANY	0/00/00	0/03	1 048423	048423	04400 CU	FT HOPPER	30.007.10	24.005.68
PILLSBURY COMPANY	83/01/31	0/04	1 048424	048424	04800 CU	FT HOPPER	30.007.10	24.005.68

LESSEE AND VALUATION OF ENCUMBERED CARS  
ENCUM CODE : 7201

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	DESC CAPA	RIPTION CITY	AAR VALUE	CULL ALATERAL VALUE
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048425	048425	04400 CU FT	HOPPER	30,007.10
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048427	048427	04400 CU FT	HOPPER	30,170.77
ICG RAILROAD COMPANY	0/00/00	0/03	1	048430	048430	04400 CU FT	HOPPER	30,170.77
DOW CHEMICAL USA	83/04/30	0/06	1	048431	048431	04400 CU FT	HOPPER	30,170.77
NCRTH CENTRAL OKLAHOMA FW	87/12/31	4/00	1	048432	048432	04400 CU FT	HOPPER	30,007.10
LANDMARK, INCORPORATED	0/00/00	1/00	1	048433	048433	04400 CU FT	HOPPER	30,007.10
ICG RAILROAD COMPANY	0/00/00	0/03	1	048434	048434	04400 CU FT	HOPPER	30,007.10
PILLSBURY COMPANY	83/01/31	0/04	1	048435	048435	04400 CU FT	HOPPER	30,007.10
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048436	048436	04400 CU FT	HOPPER	30,007.10
ENDASA, S.A. DE C.V.	0/00/00	3/00	2	048438	048439	04400 CU FT	HOPPER	60,755.30
ICG RAILROAD COMPANY	0/00/00	0/03	1	048440	048440	04400 CU FT	HOPPER	30,091.43
UNITED STATES BORAX	82/07/31	5/00	1	048441	048441	04400 CU FT	HOPPER	30,091.43
ENDASA, S.A. DE C.V.	0/00/00	3/00	1	048442	048442	04400 CU FT	HOPPER	30,254.68
NCRTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048443	048443	04400 CU FT	HOPPER	30,254.68
QUEBEC IRON AND TITANIUM	83/01/31	3/00	1	048444	048444	04400 CU FT	HOPPER	30,254.68
COINCO LTD	83/12/31	1/00	1	048446	048446	04400 CU FT	HOPPER	30,391.48
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048448	048448	04400 CU FT	HOPPER	30,227.50
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048449	048449	04400 CU FT	HOPPER	30,227.50
TIDEWATER GRAIN CO.	88/04/30	0/06	1	048450	048450	04400 CU FT	HOPPER	30,227.50
TIDEWATER GRAIN CO.	83/04/30	0/02	1	048452	048452	04400 CU FT	HOPPER	30,227.50
CANADIAN NATIONAL RAILWAY	0/00/00	0/03	1	048454	048454	04400 CU FT	HOPPER	30,227.50
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048455	048455	04400 CU FT	HOPPER	30,227.50
DOW CHEMICAL USA	83/04/30	0/06	1	048457	048457	04400 CU FT	HOPPER	30,227.50
MORTON SALT DIVISION	86/06/30	3/03	1	048458	048458	04400 CU FT	HOPPER	30,227.50
NCRTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048459	048459	04400 CU FT	HOPPER	30,227.50
ATCHISON TOPEKA AND	83/06/30	1/00	1	048460	048460	04400 CU FT	HOPPER	30,227.50
UNITED STATES BORAX	82/07/31	5/00	1	048461	048461	04400 CU FT	HOPPER	30,227.50
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048462	048462	04400 CU FT	HOPPER	30,227.50
LANDMARK INCORPORATED	0/00/00	1/00	1	048464	048464	04400 CU FT	HOPPER	30,227.50
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048465	048465	04400 CU FT	HOPPER	30,227.50
PILLSBURY COMPANY	83/01/31	0/04	1	048466	048466	04400 CU FT	HOPPER	31,985.06
LANDMARK INCORPORATED	0/00/00	1/00	1	048468	048468	04400 CU FT	HOPPER	30,227.50
NCRTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048469	048469	04400 CU FT	HOPPER	30,227.50
QUEBEC IRON AND TITANIUM	83/01/31	3/00	1	048470	048470	04400 CU FT	HOPPER	30,227.50
PILLSBURY COMPANY	83/01/31	0/04	1	048471	048471	04400 CU FT	HOPPER	30,227.50
UNITED STATES BORAX	82/07/31	5/00	1	048473	048473	04400 CU FT	HOPPER	30,227.50
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048475	048475	04400 CU FT	HOPPER	30,227.50
ENDASA, S.A. DE C.V.	0/00/00	3/00	1	048476	048476	04400 CU FT	HOPPER	30,227.50
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048477	048477	04400 CU FT	HOPPER	30,227.50
MORTON SALT COMPANY	86/06/30	15/00	1	048479	048479	04400 CU FT	HOPPER	30,079.49
NCRTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048480	048480	04400 CU FT	HOPPER	30,079.64
MORTON SALT COMPANY	86/06/30	15/00	1	048481	048481	04400 CU FT	HOPPER	30,079.64
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048483	048483	04400 CU FT	HOPPER	30,079.64
MORTON SALT COMPANY	86/06/30	15/00	3	048484	048486	04400 CU FT	HOPPER	90,402.11
NCRTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048487	048487	04400 CU FT	HOPPER	30,242.83
MORTON SALT COMPANY	86/06/30	15/00	1	048488	048488	04400 CU FT	HOPPER	30,242.83
NCRTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048489	048489	04400 CU FT	HOPPER	30,242.83
MORTON SALT COMPANY	86/06/30	15/00	1	048490	048490	04400 CU FT	HOPPER	30,242.83
NCRTH AMERICAN CAR (CANAD)	0/00/00	15/00	2	048491	048492	04400 CU FT	HOPPER	60,485.66
MORTON SALT DIVISION	86/06/30	3/03	1	048493	048493	04400 CU FT	HOPPER	30,242.83
MORTON SALT COMPANY	86/06/30	15/00	2	048496	048497	04400 CU FT	HOPPER	60,485.66

LESSEE AND VALUATION OF ENCUMBERED CAR  
ENCUM CODE : 7201

LESSEE NAME	EXPIRATION DATE	TERM	QUAN	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
OLIN CHEMICALS OLIN CORP.	83/12/31	1/00	1	048498	048498	04400	CU FT	HOPPER	30.242.83	24,194.26
MORTON SALT COMPANY	86/06/30	15/00	1	048500	048500	04400	CU FT	HOPPER	30.242.83	24,194.26
OLIN CHEMICALS OLIN CORP.	83/12/31	1/00	1	048501	048501	04400	CU FT	HOPPER	30.242.83	24,194.26
MORTON SALT DIVISION	86/06/30	3/03	2	048502	048503	04400	CU FT	HOPPER	60.485.66	48,388.52
DOW CHEMICAL USA	83/04/30	0/06	1	048506	048506	04400	CU FT	HOPPER	30.242.83	24,194.26
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048507	048507	04400	CU FT	HOPPER	30.242.83	24,194.26
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048509	048509	04400	CU FT	HOPPER	30.242.83	24,194.26
OLIN CHEMICALS OLIN CORP.	83/12/31	1/00	1	048510	048510	04400	CU FT	HOPPER	30.242.83	24,194.26
MORTON SALT COMPANY	86/06/30	15/00	3	048511	048513	04400	CU FT	HOPPER	90.728.49	72,582.78
DOW CHEMICAL USA	0/00/00	1/00	1	048516	048516	04400	CU FT	HOPPER	30.242.83	24,194.26
MORTON SALT COMPANY	86/06/30	15/00	1	048517	048517	04400	CU FT	HOPPER	30.242.83	24,194.26
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	2	048518	048519	04400	CU FT	HOPPER	60.485.66	48,388.52
MORTON SALT COMPANY	86/06/30	15/00	3	048520	048522	04400	CU FT	HOPPER	90.728.49	72,582.78
OLIN CHEMICALS OLIN CORP.	83/12/31	1/00	1	048523	048523	04400	CU FT	HOPPER	30.152.59	24,122.07
MORTON SALT COMPANY	86/06/30	15/00	2	048524	048525	04400	CU FT	HOPPER	60.305.14	48,244.10
OLIN CHEMICALS OLIN CORP.	83/12/31	1/00	1	048526	048526	04400	CU FT	HOPPER	29,990.75	23,992.60
MORTON SALT COMPANY	86/06/30	15/00	2	048527	048528	04400	CU FT	HOPPER	60.305.14	48,244.10
DOW CHEMICAL USA	83/04/30	0/06	1	048530	048530	04400	CU FT	HOPPER	30.152.57	24,122.05
MORTON SALT COMPANY	86/06/30	15/00	1	048532	048532	04400	CU FT	HOPPER	30.152.57	24,122.05
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048533	048533	04400	CU FT	HOPPER	30.152.57	24,122.05
MORTON SALT COMPANY	86/06/30	15/00	4	048534	048537	04400	CU FT	HOPPER	120.610.28	96,488.20
MORTON SALT DIVISION	86/06/30	3/03	1	048540	048540	04400	CU FT	HOPPER	30.152.57	24,122.05
MORTON SALT COMPANY	86/06/30	15/00	2	048542	048543	04400	CU FT	HOPPER	60.305.14	48,244.10
C F INDUSTRIES INC	86/01/31	5/00	1	048545	048545	04400	CU FT	HOPPER	29,850.36	23,880.28
MORTON SALT COMPANY	86/06/30	15/00	2	048546	048547	04400	CU FT	HOPPER	59.700.86	47,760.68
F R ORR GRAIN COMPANY	83/07/31	5/00	1	048548	048548	04400	CU FT	HOPPER	29,850.43	23,880.34
MORTON SALT COMPANY	86/06/30	15/00	1	048550	048550	04400	CU FT	HOPPER	29,850.43	23,880.34
MORTON SALT COMPANY	86/06/30	15/00	2	048554	048555	04400	CU FT	HOPPER	59.700.86	47,760.68
F R ORR GRAIN COMPANY	83/07/31	5/00	1	048556	048556	04400	CU FT	HOPPER	29,850.43	23,880.34
UNITED STATES BORAX	82/10/31	5/00	1	048557	048557	04400	CU FT	HOPPER	29.737.78	23,790.22
MORTON SALT DIVISION	86/06/30	3/03	2	048558	048559	04400	CU FT	HOPPER	59.475.02	47,580.00
UNITED STATES BORAX	82/10/31	5/00	1	048560	048560	04400	CU FT	HOPPER	29,897.10	23,917.68
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048562	048562	04400	CU FT	HOPPER	29,897.10	23,917.68
MORTON SALT COMPANY	86/06/30	15/00	4	048564	048567	04400	CU FT	HOPPER	119.588.40	95,670.72
MORTON SALT COMPANY	86/06/30	15/00	2	048569	048570	04400	CU FT	HOPPER	59.794.20	47,835.36
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	048571	048571	04400	CU FT	HOPPER	29,897.10	23,917.68
MORTON SALT COMPANY	86/06/30	15/00	4	048572	048575	04400	CU FT	HOPPER	119.588.40	95,670.72
MORTON SALT COMPANY	86/06/30	15/00	1	048577	048577	04400	CU FT	HOPPER	29,897.10	23,917.68
ICG RAILROAD COMPANY	0/00/00	0/03	1	048579	048579	04400	CU FT	HOPPER	29,577.92	23,662.33
LANDMARK, INCORPORATED	0/00/00	1/00	1	048580	048580	04400	CU FT	HOPPER	29.663.65	23,730.92
ICG RAILROAD COMPANY	0/00/00	0/03	1	048583	048583	04400	CU FT	HOPPER	29.663.63	23,730.90
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048584	048584	04400	CU FT	HOPPER	29.663.63	23,730.90
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048588	048588	04400	CU FT	HOPPER	29.663.63	23,730.90
ENDASA, S.A. DE C.V.	0/00/00	3/00	1	048589	048589	04400	CU FT	HOPPER	29.663.63	23,730.90
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048590	048590	04400	CU FT	HOPPER	30.168.93	24,135.14
ICG RAILROAD COMPANY	0/00/00	0/03	1	048591	048591	04400	CU FT	HOPPER	30.328.37	24,262.69
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048592	048592	04400	CU FT	HOPPER	30.169.03	24,135.22
CANADIAN NATIONAL RAILWAY	0/00/00	0/03	1	048593	048593	04400	CU FT	HOPPER	29,531.66	23,625.32
CANADIAN NATIONAL RAILWAY	0/00/00	0/03	1	048673	048673	04400	CU FT	HOPPER	30,849.90	24,679.92
POTASH COMPANY OF AMERICA	84/07/31	5/00	1	048700	048700	04400	CU FT	HOPPER	31,011.14	24,808.91
CHICAGO & NORTH WESTERN S	84/03/31	0/09	1	048704	048704	04400	CU FT	HOPPER	31,011.14	24,808.91

LESSEE AND VALUATION OF ENCUMBERED CARS  
ENCUM CODE : 7201

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	DESC CITY	RIPOTION TYPE	AAR VALUE	CULL ATERAL VALUE
POTASH COMPANY OF AMERICA	84/07/31	5/00	2	048708	048709	04400 CU FT HOPPER	63,141.34	50,513.06
LANDMARK INCURPORATED	0/00/00	1/00	1	048710	048710	04400 CU FT HOPPER	31,734.81	25,387.84
POTASH COMPANY OF AMERICA	84/07/31	5/00	2	048711	048712	04400 CU FT HOPPER	63,469.62	50,775.68
POTASH CORPORATION OF	82/02/28	4/00	1	048713	048713	04400 CU FT HOPPER	31,734.81	25,387.84
JARRETT RANCHES INC	83/12/31	2/00	1	048716	048716	04400 CU FT HOPPER	31,734.81	25,387.84
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1	048719	048719	04400 CU FT HOPPER	31,734.81	25,387.84
LANDMARK INCORPORATED	0/00/00	1/00	1	049107	049107	04200 CU FT HOPPER	29,097.72	23,278.17
DOW CHEMICAL USA	83/04/30	0/06	1	049108	049108	04700 CU FT HOPPER	29,097.72	23,278.17
ENDASA, S.A. DE C.V.	84/06/30	3/00	1	049110	049110	04700 CU FT HOPPER	29,097.72	23,278.17
LANDMARK INCORPORATED	83/10/31	1/00	1	049250	049250	04700 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	84/08/31	7/00	1	049251	049251	04700 CU FT HOPPER	28,998.72	23,198.97
PILLSBURY COMPANY	83/01/31	0/04	1	049252	049252	04700 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	86/01/31	5/00	1	049253	049253	04700 CU FT HOPPER	28,998.72	23,198.97
ENDASA, S.A. DE C.V.	84/06/30	3/00	1	049254	049254	04700 CU FT HOPPER	28,998.72	23,198.97
ENDASA, S.A. DE C.V.	84/06/30	3/00	1	049256	049256	04700 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	86/01/31	5/00	1	049260	049260	04700 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	86/01/31	5/00	1	049263	049263	04700 CU FT HOPPER	28,998.72	23,198.97
LANDMARK INCORPORATED	0/00/00	1/00	1	049264	049264	04700 CU FT HOPPER	28,998.72	23,198.97
ENDASA, S.A. DE C.V.	84/06/30	3/00	1	049266	049266	04700 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	85/01/31	5/00	1	049267	049267	04700 CU FT HOPPER	28,998.72	23,198.97
ENDASA, S.A. DE C.V.	84/06/30	3/00	1	049269	049269	04700 CU FT HOPPER	28,998.72	23,198.97
POTASH CORPORATION OF	85/12/31	5/00	1	049270	049270	04700 CU FT HOPPER	28,998.72	23,198.97
LANDMARK INCORPORATED	83/10/31	1/00	1	049271	049271	04800 CU FT HOPPER	28,998.72	23,198.97
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1	049274	049274	04700 CU FT HOPPER	28,998.72	23,198.97
TIDEWATER GRAIN CO.	83/04/30	0/02	1	049276	049276	04800 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	86/01/31	5/00	1	049279	049279	04700 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	86/01/31	5/00	1	049282	049282	04700 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	85/01/31	5/00	1	049284	049284	04700 CU FT HOPPER	28,998.72	23,198.97
DOW CHEMICAL USA	83/04/30	0/06	1	049288	049288	04700 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	86/01/31	5/00	1	049289	049289	04700 CU FT HOPPER	28,998.72	23,198.97
LCP TRANSPORTATION	87/09/30	5/00	1	049290	049290	04700 CU FT HOPPER	28,998.72	23,198.97
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1	049291	049291	04700 CU FT HOPPER	28,998.72	23,198.97
LANDMARK INCORPORATED	0/00/00	1/00	1	049293	049293	04800 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	86/01/31	5/00	1	049294	049294	04700 CU FT HOPPER	28,998.72	23,198.97
NORTH CENTRAL OKLAHOMA FW	87/12/31	4/00	1	049296	049296	04700 CU FT HOPPER	28,998.72	23,198.97
CCFINCO LTD	83/12/31	1/00	1	049298	049298	04700 CU FT HOPPER	28,998.72	23,198.97
C F INDUSTRIES INC	86/01/31	5/00	1	049300	049300	04700 CU FT HOPPER	29,591.61	23,673.28
NGRTH CENTRAL OKLAHOMA .RW	87/12/31	4/00	1	049301	049301	04800 CU FT HOPPER	29,592.32	23,673.85
C F INDUSTRIES INC	86/01/31	5/00	4	049303	049306	04700 CU FT HOPPER	118,369.28	94,695.40
DOW CHEMICAL USA	83/04/30	0/06	1	049307	049307	04700 CU FT HOPPER	29,592.32	23,673.85
C F INDUSTRIES INC	86/01/31	5/00	2	049309	049310	04700 CU FT HOPPER	59,184.64	47,347.70
DOW CHEMICAL USA	83/04/30	0/06	1	049311	049311	04700 CU FT HOPPER	29,592.32	23,673.85
CANADIAN NATIONAL RAILWAY	0/00/00	0/03	1	049312	049312	04800 CU FT HOPPER	29,592.32	23,673.85
C F INDUSTRIES INC	85/01/31	5/00	2	049313	049314	04700 CU FT HOPPER	59,184.64	47,347.70
ENDASA, S.A. DE C.V.	84/06/30	3/00	1	049315	049315	04700 CU FT HOPPER	29,592.32	23,673.85
C F INDUSTRIES INC	86/01/31	5/00	1	049316	049316	04700 CU FT HOPPER	29,592.32	23,673.85
C F INDUSTRIES INC	86/01/31	5/00	2	049318	049319	04700 CU FT HOPPER	59,502.26	47,601.80
DOW CHEMICAL USA	83/04/30	0/06	1	049320	049320	04700 CU FT HOPPER	29,751.13	23,800.90
C F INDUSTRIES INC	86/01/31	5/00	1	049322	049322	04700 CU FT HOPPER	29,592.32	23,673.85
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1	049323	049323	04700 CU FT HOPPER	29,592.32	23,673.85
NORTH AMERICAN CAR (CANAD	0/00/00	15/00	1	049324	049324	04700 CU FT HOPPER	29,592.32	23,673.85

LESSEE NAME	EXPIRATION DATE	TERM LEASE QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULL ATERAL VALUE	
CANADIAN NATIONAL RAILWAY	0/00/00	0/03	1	049325	049325	04800	CU FT	HOPPER	29,592.32	23,673.85
BUCKEYE FEED AND SUPPLY	0/00/00	0/00	1	049328	049328	04800	CU FT	HOPPER	29,592.32	23,673.85
ENDASA, S.A. DE C.V.	84/06/30	3/00	1	049329	049329	04700	CU FT	HOPPER	29,592.32	23,673.85
ICG RAILROAD COMPANY	0/00/00	0/03	1	049330	049330	04700	CU FT	HOPPER	29,592.32	23,673.85
C F INDUSTRIES INC	86/01/31	5/00	1	049331	049331	04700	CU FT	HOPPER	29,592.32	23,673.85
NORTH CENTRAL OKLAHOMA FW	87/12/31	4/00	1	049334	049334	04800	CU FT	HOPPER	29,592.32	23,673.85
POTASH CORPORATION OF	85/12/31	5/00	1	049337	049337	04700	CU FT	HOPPER	29,592.32	23,673.85
POTASH CORPORATION OF	85/12/31	5/00	1	049339	049339	04700	CU FT	HOPPER	29,592.32	23,673.85
POTASH CORPORATION OF	85/12/31	5/00	1	049343	049343	04700	CU FT	HOPPER	29,592.32	23,673.85
POTASH CORPORATION OF	85/12/31	5/00	2	049345	049346	04700	CU FT	HOPPER	59,184.64	47,347.70
BUCKEYE FEED AND SUPPLY	0/00/00	0/00	1	049347	049347	04800	CU FT	HOPPER	29,592.32	23,673.85
POTASH CORPORATION OF	85/12/31	5/00	2	049348	049349	04700	CU FT	HOPPER	59,184.64	47,347.70
STAUFFER CHEMICAL CO.	82/03/31	5/00	1	049900	049900	02600	CU FT	HOPPER	18,441.31	14,753.04
ENERCHEM INC.	83/10/31	0/04	1	049901	049901	02600	CU FT	HOPPER	18,441.31	14,753.04
MIDWEST SOLVENTS COMPANY	83/07/31	1/00	2	049902	049903	02600	CU FT	HOPPER	36,882.62	29,506.08
MILE-HIGH RAILCAR SERVICE	87/12/31	5/00	1	050917	050917	04800	CU FT	HOPPER	30,923.63	24,738.90
FARMERS COOPERATIVE CO	83/08/31	5/00	1	050919	050919	04800	CU FT	HOPPER	30,923.63	24,738.90
FARMERS COOPERATIVE CO	83/08/31	5/00	1	050922	050922	04800	CU FT	HOPPER	30,923.63	24,738.90
ATCHISON TOPEKA AND	0/00/00	1/00	1	050923	050923	04800	CU FT	HOPPER	30,923.63	24,738.90
PEAVEY COMPANY	83/11/30	5/00	1	050925	050925	04800	CU FT	HOPPER	30,923.63	24,738.90
TERRA CHEMICALS	83/10/31	5/00	1	050926	050926	04800	CU FT	HOPPER	30,923.63	24,738.90
TIDEWATER GRAIN CO.	88/04/30	0/06	1	050927	050927	04800	CU FT	HOPPER	30,923.63	24,738.90
THEILE KAULIN COMPANY	83/08/31	5/00	1	050928	050928	04800	CU FT	HOPPER	30,923.63	24,738.90
MILE-HIGH RAILCAR SERVICE	87/12/31	5/00	1	050930	050930	04800	CU FT	HOPPER	30,923.63	24,738.90
FARMERS COOPERATIVE CO	83/08/31	5/00	1	050931	050931	04800	CU FT	HOPPER	30,923.63	24,738.90
ICG RAILROAD COMPANY	0/00/00	0/03	1	050934	050934	04800	CU FT	HOPPER	30,923.63	24,738.90
TWIN STATES ENGINEERING	83/12/31	5/00	1	050935	050935	04800	CU FT	HOPPER	30,923.63	24,738.90
ATCHISON TOPEKA AND	83/10/31	5/00	1	050937	050937	04800	CU FT	HOPPER	30,923.63	24,738.90
COMINCO LTD	83/12/31	1/00	1	050939	050939	04800	CU FT	HOPPER	30,923.63	24,738.90
THEILE KAULIN COMPANY	83/08/31	5/00	1	050941	050941	04800	CU FT	HOPPER	30,923.63	24,738.90
ICG RAILROAD COMPANY	0/00/00	0/03	1	050942	050942	04800	CU FT	HOPPER	30,923.63	24,738.90
ENDASA, S.A. DE C.V.	84/06/30	3/00	1	050943	050943	04800	CU FT	HOPPER	30,923.63	24,738.90
FARMERS COOPERATIVE CO	83/08/31	5/00	1	050944	050944	04800	CU FT	HOPPER	30,923.63	24,738.90
FARMERS COOPERATIVE CO	83/08/31	5/00	1	050946	050946	04800	CU FT	HOPPER	30,923.63	24,738.90
ATCHISON TOPEKA AND	83/10/31	5/00	1	050947	050947	04800	CU FT	HOPPER	30,923.63	24,738.90
LANDMARK INCORPORATED	0/00/00	1/00	1	050949	050949	04800	CU FT	HOPPER	30,923.63	24,738.90
A E STALEY MFG COMPANY	82/06/30	5/00	1	050951	050951	04800	CU FT	HOPPER	30,923.63	24,738.90
ATCHISON TOPEKA AND	83/10/31	5/00	2	050954	050955	04800	CU FT	HOPPER	61,847.26	49,477.80
TIDEWATER GRAIN CO.	83/04/30	0/02	1	050957	050957	04800	CU FT	HOPPER	30,923.63	24,738.90
ARTIC GRAIN LTD	83/03/31	5/00	1	050958	050958	04800	CU FT	HOPPER	30,923.63	24,738.90
ATCHISON TOPEKA AND	83/10/31	5/00	1	050960	050960	04800	CU FT	HOPPER	30,923.63	24,738.90
ATCHISON TOPEKA AND	83/10/31	5/00	1	050962	050962	04800	CU FT	HOPPER	30,923.63	24,738.90
LANDMARK, INCORPORATED	0/00/00	1/00	1	050963	050963	04800	CU FT	HOPPER	30,923.63	24,738.90
ATCHISON TOPEKA AND	83/10/31	5/00	1	050964	050964	04800	CU FT	HOPPER	30,923.63	24,738.90
ATCHISON TOPEKA AND	83/10/31	5/00	2	050967	050968	04800	CU FT	HOPPER	61,847.26	49,477.80
ATCHISON TOPEKA AND	83/10/31	5/00	2	050970	050971	04800	CU FT	HOPPER	61,847.26	49,477.80
ATCHISON TOPEKA AND	83/10/31	5/00	2	050973	050974	04800	CU FT	HOPPER	61,847.26	49,477.80
ATCHISON TOPEKA AND	83/10/31	5/00	1	050975	050975	00000	CU FT	HOPPER	30,625.33	24,500.26
A E STALEY MFG COMPANY	82/06/30	5/00	2	050976	050977	04800	CU FT	HOPPER	61,847.26	49,477.80
THEILE KAULIN COMPANY	83/08/31	5/00	1	050978	050978	04800	CU FT	HOPPER	30,923.63	24,738.90
ATCHISON TOPEKA AND	83/10/31	5/00	2	050980	050981	04800	CU FT	HOPPER	61,847.26	49,477.80

LESSEE AND VALUATION OF ENCLOSED CARS  
ENCUM CODE : 7201

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	DESC CAPA CITY	RIPOTION TYPE	AAR VALUE	CULL ATERAL VALUE
ATCHISON TOPEKA AND	83/10/31	5/00	2	050983	050984 04800	CU FT HOPPER	61,847.26	49,477.80
ATCHISON TOPEKA AND	84/04/30	5/00	1	050989	050989 04800	CU FT HOPPER	30,923.63	24,738.90
F R ORR GRAIN COMPANY	83/07/31	5/00	1	050995	050995 04800	CU FT HOPPER	30,923.63	24,738.90
ATCFTSN TOPEKA AND	83/10/31	5/00	2	050997	050998 04800	CU FT HOPPER	61,996.41	49,597.12
INTERNATIONAL MINERALS	83/07/31	5/00	4	051062	051065 03500	CU FT HOPPER	54,367.68	43,494.12
INTERNATIONAL MINERALS	83/07/31	5/00	3	051068	051070 03500	CU FT HOPPER	40,775.76	32,620.59
FILTRAL CORPORATION	85/10/31	5/00	1	051071	051071 03500	CU FT HOPPER	13,591.92	10,873.53
H J BAKER AND BROTHER INC	88/06/30	5/00	1	051074	051074 03500	CU FT HOPPER	13,591.92	10,873.53
INTERNATIONAL MINERALS	83/07/31	5/00	6	051076	051081 03500	CU FT HOPPER	81,551.52	65,241.18
INTERNATIONAL MINERALS	83/07/31	5/00	2	051084	051085 03500	CU FT HOPPER	27,183.84	21,747.06
CONTINENTAL GRAIN COMPANY	84/04/30	5/00	1	051086	051086 03500	CU FT HOPPER	13,591.92	10,873.53
INTERNATIONAL MINERALS	83/07/31	5/00	11	051087	051097 03500	CU FT HOPPER	149,511.12	119,608.83
INTERNATIONAL MINERALS	83/07/31	5/00	3	051099	051101 03500	CU FT HOPPER	41,377.32	33,101.84
INTERNATIONAL MINERALS	83/07/31	5/00	5	051103	051107 03500	CU FT HOPPER	69,461.05	55,568.80
INTERNATIONAL MINERALS	83/07/31	5/00	1	051109	051109 03500	CU FT HOPPER	13,892.21	11,113.76
INTERNATIONAL MINERALS	83/07/31	5/00	2	051111	051112 03500	CU FT HOPPER	34,433.27	27,546.00
INTERNATIONAL MINERALS	83/07/31	5/00	2	051114	051115 03500	CU FT HOPPER	27,784.42	22,227.52
FILTRAL CORPORATION	85/10/31	5/00	1	051130	051130 03500	CU FT HOPPER	13,892.21	11,113.76
CONTINENTAL GRAIN COMPANY	84/04/30	5/00	1	051131	051131 03500	CU FT HOPPER	13,744.95	10,995.96
DOW CHEMICAL CO.	84/11/30	15/00	1	051692	051692 03500	CU FT HOPPER	20,872.43	16,697.94
INC CHEMICAL GROUP	83/12/31	1/00	1	051693	051693 03500	CU FT HOPPER	20,872.43	16,697.94
STANCHEM DIVISION CF	86/02/28	5/00	1	051694	051694 03500	CU FT HOPPER	20,872.43	16,697.94
KIDD CREEK MINES, LTD	86/12/31	5/00	1	051800	051800 03500	CU FT HOPPER	20,094.36	16,075.48
FMC CORPORATION	85/01/31	5/00	1	051801	051801 03500	CU FT HOPPER	20,094.42	16,075.53
PENNSYLVANIA GLASS SAND	87/05/31	15/00	1	051804	051804 03500	CU FT HOPPER	20,094.42	16,075.53
KIDD CREEK MINES, LTD	86/12/31	5/00	1	051807	051807 03500	CU FT HOPPER	20,094.42	16,075.53
FMC CORPORATION	85/01/31	5/00	1	051808	051808 03500	CU FT HOPPER	20,094.42	16,075.53
PENNSYLVANIA GLASS SAND	87/05/31	15/00	1	051811	051811 03500	CU FT HOPPER	20,094.42	16,075.53
FMC CORPORATION	85/01/31	5/00	1	051813	051813 03500	CU FT HOPPER	20,270.17	16,216.13
CANADA CEMENT LAFLARGE, LT	87/06/30	5/00	1	051821	051821 03500	CU FT HOPPER	20,508.24	16,406.59
ERCC INDUSTRIES INC	88/11/30	10/00	1	051825	051825 02700	CU FT HOPPER	20,508.24	16,406.59
PENNSYLVANIA GLASS SAND	87/05/31	15/00	1	051828	051828 03500	CU FT HOPPER	20,508.24	16,406.59
UNITED STATES BORAX	82/11/01	10/00	1	051831	051831 03500	CU FT HOPPER	19,603.73	15,682.98
POTASH CORPORATION OF	83/08/31	5/00	1	051833	051833 03500	CU FT HOPPER	19,603.73	15,682.98
UNITED STATES BORAX	82/11/01	10/00	1	051834	051834 03500	CU FT HOPPER	19,603.73	15,682.98
KEWANNDL INC.	83/11/30	0/06	1	051835	051835 03500	CU FT HOPPER	19,435.22	15,548.17
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1	051836	051836 03500	CU FT HOPPER	19,435.22	15,548.17
UNITED STATES BORAX	86/03/31	5/00	1	051838	051838 03500	CU FT HOPPER	19,435.22	15,548.17
UNITED STATES BORAX	86/03/31	5/00	1	051840	051840 03500	CU FT HOPPER	19,603.73	15,682.98
UNITED STATES BORAX	86/03/31	5/00	2	051843	051844 03500	CU FT HOPPER	39,207.46	31,365.96
ENDASA, S.A. DE C.V.	90/12/31	0/01	1	051880	051880 03500	CU FT HOPPER	19,927.87	15,942.29
OLIN CHEMICALS OLIN CORP	81/05/31	0/06	1	051881	051881 03500	CU FT HOPPER	19,927.94	15,942.35
ENDASA	85/12/31	1/06	1	051882	051882 03500	CU FT HOPPER	19,927.94	15,942.35
ENDASA, S.A. DE C.V.	90/12/31	0/00	2	051883	051884 03500	CU FT HOPPER	39,855.88	31,884.70
AMSTAR CORPORATION	84/04/30	5/00	1	051885	051885 03500	CU FT HOPPER	18,686.48	14,949.18
JARRETT RANCHES INC	83/07/31	1/07	1	051886	051886 03500	CU FT HOPPER	18,686.51	14,949.20
AMSTAR CORPORATION	84/04/30	5/00	2	051887	051888 03500	CU FT HOPPER	37,373.02	29,898.40
NORTH CENTRAL OKLAHOMA RW	87/12/31	4/00	1	051893	051893 03500	CU FT HOPPER	18,641.46	14,913.18
EXXON CHEMICAL AMERICAS	83/11/30	5/00	1	051894	051894 03500	CU FT HOPPER	18,641.50	14,913.20
ZAPATA HAYNIE CORPORATION	81/08/31	3/00	1	051895	051895 03500	CU FT HOPPER	18,641.50	14,913.20
CONTINENTAL GRAIN COMPANY	84/04/30	5/00	1	051897	051897 03500	CU FT HOPPER	18,641.50	14,913.20

LESSEE NAME	EXPIRATION DATE	TERM QUAN	SERIAL FROM	TO	DESC CAPA	RIPTION CITY	AAR TYPE	CULLATERAL VALUE
BENSON QUINN COMPANY	84/02/28	5/00	1	051898	051898	03500 CU FT	HOPPER	18,641.50
ZAPATA HAYNIE CORPORATION	85/06/30	5/00	1	051899	051899	03500 CU FT	HOPPER	18,641.50
AGWAY INCORPORATED	85/08/31	5/00	2	051902	051903	03500 CU FT	HOPPER	39,855.88
CHICAGO MILWAUKEE ST PAUL	83/08/31	10/05	2	052701	052702	04800 CU FT	HOPPER	61,878.00
CHICAGO MILWAUKEE ST PAUL	88/08/31	10/05	7	052704	052710	04800 CU FT	HOPPER	216,573.00
CHICAGO MILWAUKEE ST PAUL	83/08/31	10/05	2	052712	052713	04800 CU FT	HOPPER	61,878.00
CHICAGO MILWAUKEE ST PAUL	88/08/31	10/05	4	052715	052718	04800 CU FT	HOPPER	123,756.00
CHICAGO MILWAUKEE ST PAUL	83/08/31	10/05	2	052720	052721	04800 CU FT	HOPPER	61,878.00
CHICAGO MILWAUKEE ST PAUL	88/08/31	10/05	5	052723	052727	04800 CU FT	HOPPER	155,441.12
CHICAGO MILWAUKEE ST PAUL	88/08/31	10/05	2	052729	052730	04800 CU FT	HOPPER	61,878.00
CHICAGO MILWAUKEE ST PAUL	88/08/31	10/05	3	052732	052734	04800 CU FT	HOPPER	92,817.00
CHICAGO MILWAUKEE ST PAUL	88/08/31	10/05	4	052736	052739	04800 CU FT	HOPPER	123,756.00
CHICAGO MILWAUKEE ST PAUL	88/08/31	10/05	7	052741	052747	04800 CU FT	HOPPER	216,573.00
CHICAGO MILWAUKEE ST PAUL	88/08/31	10/05	17	052749	052765	04800 CU FT	HOPPER	526,709.12
CHICAGO MILWAUKEE ST PAUL	88/08/31	10/05	6	052767	052772	04800 CU FT	HOPPER	186,380.12
CHICAGO MILWAUKEE ST PAUL	85/08/31	10/05	1	052774	052774	04800 CU FT	HOPPER	30,939.00
ATCHISON TOPEKA AND PEAVEY COMPANY	83/10/31	5/00	1	052800	052800	04800 CU FT	HOPPER	31,088.23
ATCHISON TOPEKA AND PEAVEY COMPANY	83/11/30	5/00	1	052802	052802	04800 CU FT	HOPPER	31,088.23
TCG RAILROAD COMPANY	0/00/00	07/03	1	052808	052808	04800 CU FT	HOPPER	31,088.23
NORTH AMERICAN CAR (CANAD)	0/00/00	15/00	1	052811	052811	04800 CU FT	HOPPER	31,088.23
A E STALEY MFG COMPANY	82/06/30	5/00	1	052812	052812	04800 CU FT	HOPPER	31,088.23
ATCHISON TOPEKA AND PEAVEY COMPANY	83/10/31	5/00	1	052813	052813	04800 CU FT	HOPPER	31,088.23
TERRA CHEMICALS	83/10/31	5/00	1	052814	052814	04800 CU FT	HOPPER	31,088.23
SLCCAN FOREST PRODUCTS	80/12/31	0/10	22	053150	053171	05200 FEET	FLAT	613,070.39
ENDASA	83/06/09	0/02	1	060632	060632	02000 CU FT	HOPPER	11,826.72
OTTAWA SILICA COMPANY	82/09/30	0/06	1	060633	060633	02000 CU FT	HOPPER	11,826.72
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	060636	060636	02000 CU FT	HOPPER	11,826.72
CHICAGO & NORTH WESTERN	83/07/22	10/00	8	061076	061083	03800 CU FT	REFRIG	266,427.28
CHICAGO & NORTH WESTERN	83/07/22	10/00	6	061085	061090	03800 CU FT	REFRIG	199,820.46
CHICAGO & NORTH WESTERN	83/07/22	10/00	3	061092	061094	03800 CU FT	REFRIG	99,910.23
CHICAGO & NORTH WESTERN	83/07/22	10/00	4	061096	061099	03800 CU FT	REFRIG	133,213.64
MERICHEM CORPORATION	86/05/31	15/00	1	071006	071006	20600 GAL	TANK	34,465.93
ZIP TRANSPORTATION	84/03/31	5/00	1	071007	071007	20600 GAL	TANK	34,465.93
E. I. DUPONT DE NEMOURS	84/06/30	5/00	2	071011	071012	20600 GAL	TANK	69,067.56
ARCO PETROLEUM PRODUCTS C	84/12/31	5/00	1	071014	071014	20600 GAL	TANK	34,601.63
WESTVAC CORPORATION	86/11/30	0/00	3	071016	071018	20600 GAL	TANK	103,669.19
SCM CORPORATION	83/02/28	5/00	1	071019	071019	20600 GAL	TANK	34,601.63
JCHN MORRELL AND COMPANY	88/12/31	15/00	2	071025	071026	20600 GAL	TANK	65,637.01
CARGILL INC	83/06/30	5/00	1	071027	071027	20600 GAL	TANK	33,138.37
JCHN MORRELL AND COMPANY	88/12/31	15/00	1	071028	071028	20600 GAL	TANK	32,114.79
ENDASA	83/12/01	0/05	1	071029	071029	20600 GAL	TANK	35,274.97
HERCULES INCORPORATED	83/12/31	0/08	1	071030	071030	20500 GAL	TANK	35,411.10
CARGILL INC	0/00/00	1/00	1	071031	071031	20500 GAL	TANK	35,411.10
WEYERHAEUSER CO.	0/00/00	1/00	2	071033	071034	20500 GAL	TANK	70,822.20
E. I. DUPONT DE NEMOURS	84/06/30	1/05	1	071035	071035	20500 GAL	TANK	35,411.10
RHINELANDER PAPER CO.	85/01/31	2/00	1	071036	071036	20500 GAL	TANK	35,411.10
WESTVAC CORPORATION	83/04/30	5/00	1	071037	071037	20500 GAL	TANK	35,411.10
NATIONAL BY PRODUCTS INC	82/07/31	3/00	1	071050	071050	20600 GAL	TANK	34,002.27
MID SOUTH MILLING CO INC	81/11/30	3/00	1	071051	071051	20600 GAL	TANK	34,002.15
ARCO PETROLEUM PRODUCTS C	84/07/31	5/00	1	071053	071053	20600 GAL	TANK	34,002.15

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATRAL VALUE
ZIP TRANSPORTATION	84/03/31	5/00	1	071054	071054	20600	GAL	TANK	34,002.15	27,201.72
PEAVEY COMPANY	84/04/30	1/00	1	071070	071070	20600	GAL	TANK	34,137.62	27,310.09
CARGILL INC	0/00/00	1/00	1	071071	071071	20600	GAL	TANK	34,137.62	27,310.09
PEAVEY COMPANY	84/02/29	1/00	1	071072	071072	20600	GAL	TANK	34,137.62	27,310.09
WILSON FOODS CORPORATION	81/06/30	0/00	4	071073	071076	20600	GAL	TANK	136,550.48	109,240.36
ENDASA	83/05/15	0/01	1	071077	071077	20600	GAL	TANK	34,137.62	27,310.09
PEAVEY COMPANY	84/03/31	1/00	1	071079	071079	20600	GAL	TANK	34,137.62	27,310.09
CARGILL INC	83/08/31	1/00	1	071080	071080	20600	GAL	TANK	34,137.62	27,310.09
A E STALEY MFG COMPANY	87/05/31	5/00	1	071081	071081	20600	GAL	TANK	34,137.62	27,310.09
CARGILL INC	83/06/30	5/00	1	071082	071082	20600	GAL	TANK	34,137.62	27,310.09
E. I. DUPONT DE NEMOURS	84/06/30	1/05	1	071083	071083	20600	GAL	TANK	34,137.62	27,310.09
HERCULES INCORPORATED	83/12/31	0/08	1	071084	071084	20500	GAL	TANK	34,137.62	27,310.09
HERCULES INCORPORATED	83/12/31	0/08	1	071085	071085	20600	GAL	TANK	34,137.62	27,310.09
NATIONAL BY PRODUCTS INC	84/08/31	5/00	1	071086	071086	20600	GAL	TANK	34,137.62	27,310.09
HERCULES INCORPORATED	83/12/31	0/08	1	071087	071087	20600	GAL	TANK	34,137.62	27,310.09
CARGILL INC	83/06/30	5/00	1	071090	071090	20600	GAL	TANK	34,097.58	27,278.06
ARCO PETROLEUM PRODUCTS C	84/02/29	5/00	1	071091	071091	20600	GAL	TANK	34,097.58	27,278.06
ENDASA, S.A. DE C.V.	90/12/31	0/00	1	071093	071093	20600	GAL	TANK	34,097.58	27,278.06
NANOLCO INC	82/01/31	5/00	1	071094	071094	20600	GAL	TANK	34,097.58	27,278.06
ARCHER DANIELS MIDLAND CO	0/00/00	1/00	1	071095	071095	20600	GAL	TANK	34,097.58	27,278.06
NANOLCO INC	82/01/31	5/00	4	071096	071099	20600	GAL	TANK	136,390.32	109,112.24
CARGILL INC	0/00/00	1/00	1	071100	071100	20600	GAL	TANK	34,097.58	27,278.06
NANOLCO INC	82/01/31	5/00	1	071101	071101	20600	GAL	TANK	34,097.58	27,278.06
HUNT WESSON FOODS INC	83/10/31	5/00	1	071102	071102	20600	GAL	TANK	34,232.35	27,385.68
FLAMBEAU PAPER CORP	83/09/30	5/00	1	071103	071103	20600	GAL	TANK	34,097.58	27,278.06
ARCO PETROLEUM PRODUCTS C	84/11/15	5/00	1	071106	071106	20600	GAL	TANK	34,097.58	27,278.06
PEAVEY COMPANY	84/03/31	1/00	1	071107	071107	20600	GAL	TANK	34,097.58	27,278.06
E. I. DUPONT DE NEMOURS	84/06/30	5/00	1	071109	071109	20600	GAL	TANK	34,491.72	27,593.37
PEAVEY COMPANY	84/03/31	1/00	1	071110	071110	20600	GAL	TANK	34,491.72	27,593.37
CARGILL INC	0/00/00	1/00	1	071111	071111	20600	GAL	TANK	34,491.72	27,593.37
ENDASA	83/05/15	0/01	1	071112	071112	20600	GAL	TANK	34,491.72	27,593.37
UNION CAMP CORPORATION	84/01/31	5/00	1	071113	071113	20600	GAL	TANK	34,999.98	27,999.98
AGRICO CHEMICAL COMPANY	86/11/30	12/00	1	071114	071114	20600	GAL	TANK	34,451.06	27,560.84
JCHN MORRELL AND COMPANY	88/12/31	15/00	1	071115	071115	20600	GAL	TANK	34,451.06	27,560.84
ENDASA	83/05/15	0/01	1	071116	071116	20600	GAL	TANK	34,722.33	27,777.86
PPG INDUSTRIES INC	83/11/30	5/00	1	071117	071117	20600	GAL	TANK	34,451.06	27,560.84
J M HUBER CORPORATION	84/11/30	5/00	1	071119	071119	20600	GAL	TANK	34,763.30	27,810.64
AGRICO CHEMICAL COMPANY	86/11/30	12/00	1	071120	071120	20600	GAL	TANK	34,763.30	27,810.64
JCHN MORRELL AND COMPANY	83/12/31	15/00	1	071121	071121	20600	GAL	TANK	34,491.72	27,593.37
NATIONAL BY PRODUCTS	84/08/31	5/00	1	071122	071122	20600	GAL	TANK	34,491.72	27,593.37
AGRICO CHEMICAL COMPANY	86/11/30	12/00	1	071123	071123	20600	GAL	TANK	34,491.72	27,593.37
SCM CORPORATION	83/02/28	5/00	1	071124	071124	20600	GAL	TANK	34,491.72	27,593.37
KALAMA CHEMICALS, INC	86/08/31	5/00	1	071126	071126	20700	GAL	TANK	45,336.16	36,268.92
HUNT WESSON FOODS INC	83/10/31	5/00	9	071151	071159	20600	GAL	TANK	309,502.98	247,602.33
HUNT WESSON FOODS INC	83/10/31	5/00	3	071161	071163	20600	GAL	TANK	103,167.66	82,534.11
HUNT WESSON FOODS INC	83/10/31	5/00	1	071164	071164	20500	GAL	TANK	34,389.22	27,511.37
HUNT WESSON FOODS INC	83/10/31	5/00	12	071165	071176	20600	GAL	TANK	406,813.94	325,451.11
HUNT WESSON FOODS INC	83/10/31	5/00	13	071178	071190	20600	GAL	TANK	441,544.22	353,235.35
HUNT WESSON FOODS INC	83/10/31	5/00	3	071192	071194	20600	GAL	TANK	102,387.59	81,910.06
HUNT WESSON FOODS INC	83/10/31	5/00	1	071196	071196	20800	GAL	TANK	34,217.61	27,374.08
HUNT WESSON FOODS INC	83/10/31	5/00	1	071197	071197	20500	GAL	TANK	34,084.99	27,267.99

LESSEE NAME	EXPIRATION DATE	TERM LEASE	QUAN TITY	SERIAL FROM	TO	CAPA	DESC CITY	RIPTION TYPE	AAR VALUE	CULLATERAL VALUE
HUNT WESSON FOODS INC	83/10/31	5/00	3	071198	071200	20600	GAL	TANK	102,520.21	82,016.15
JOHN MORRELL AND COMPANY	83/12/31	15/00	13	071201	071213	20600	GAL	TANK	441,417.91	353,134.29
SPRECKELS SUGAR DIVISION	85/08/31	5/00	1	090230	090230	04200	CU FT	HOPPER	18,887.95	15,110.36
GRAIN PROCESSING CORP	86/04/30	15/00	5	090250	090254	04200	CU FT	HOPPER	193,443.28	154,754.51
HUEINGER COMPANY	87/02/28	5/00	3	090255	090257	04200	CU FT	HOPPER	116,065.92	92,852.73
LEHIGH PORTLAND CEMENT CO	86/03/31	5/07	5	092935	092939	03000	CU FT	HOPPER	192,589.45	154,071.54
GLENS FALLS PORTLAND	87/05/31	5/00	1	092940	092940	03000	CU FT	HOPPER	37,957.81	30,366.24
LEHIGH PORTLAND CEMENT CO	86/03/31	5/07	1	092941	092941	03000	CU FT	HOPPER	37,557.81	30,366.24
FILTRAL CORPORATION	83/05/31	5/00	1	092942	092942	03000	CU FT	HOPPER	39,462.74	31,570.19
TEXAS INDUSTRIES INC	83/12/31	3/00	1	092943	092943	03000	CU FT	HOPPER	39,034.57	31,227.65
FILTRAL CORPORATION	83/07/31	5/00	1	092944	092944	03000	CU FT	HOPPER	39,462.74	31,570.19
LEHIGH PORTLAND CEMENT CO	86/06/30	5/10	14	092946	092959	03000	CU FT	HOPPER	559,566.56	447,653.16
FLCRIDIN COMPANY	86/07/01	15/00	2	099100	099101	05300	CU FT	HOPPER	93,733.64	74,986.90
DRESSER INDUSTRIES, INC.	86/01/31	5/00	1	099603	099603	03900	CU FT	HOPPER	44,145.56	35,316.44
ENGELHARD CORPORATION	86/07/31	5/00	1	099604	099604	03900	CU FT	HOPPER	44,495.11	35,596.08
DRESSER INDUSTRIES, INC.	86/01/31	5/00	3	099605	099607	03900	CU FT	HOPPER	138,938.67	111,150.93
DRESSER INDUSTRIES, INC.	86/01/31	5/00	2	099609	099610	03900	CU FT	HOPPER	90,990.62	72,792.49
MORIL OIL CORPORATION	86/01/31	15/00	1	099614	099614	03900	CU FT	HOPPER	49,101.59	39,281.27
ENGELHARD CORPORATION	86/06/30	5/00	1	099615	099615	03900	CU FT	HOPPER	54,152.39	43,321.91
A E SCHULTZ CORP.	07/00/00	07/01	1	099616	099616	03900	CU FT	HOPPER	53,841.77	43,073.41
W R GRACE AND COMPANY	84/10/31	10/00	1	099617	099617	03900	CU FT	HOPPER	49,365.11	39,492.08
MORIL OIL CORPORATION	86/01/31	5/00	1	099618	099618	03900	CU FT	HOPPER	49,365.11	39,492.08
ENGELHARD CORPORATION	86/07/31	5/00	1	099619	099619	03900	CU FT	HOPPER	49,365.11	39,492.08
MONDOR RUBBER CANADA LTD	85/05/31	5/00	1	099620	099620	03900	CU FT	HOPPER	52,405.02	41,924.01
FILTRAL CORPORATION	87/06/30	5/00	1	099621	099621	03900	CU FT	HOPPER	52,405.02	41,924.01
MONDOR RUBBER CANADA LTD	83/01/31	1/00	1	099622	099622	03900	CU FT	HOPPER	49,052.26	39,241.80
FILTRAL CORPORATION	81/08/31	1/00	1	099623	099623	03900	CU FT	HOPPER	49,052.26	39,241.80
MOEIL OIL CORPORATION	84/07/15	5/00	1	099624	099624	03900	CU FT	HOPPER	49,052.26	39,241.80
ELWOOD LINE GRAIN AND	86/10/31	5/00	10	480650	480659	04800	CU FT	HOPPER	332,753.60	266,202.80
CONSOLIDATED GRAIN & BARG	0/00/00	1/00	1	480660	480660	04800	CU FT	HOPPER	33,275.36	26,620.28
STOCKLAND GRAIN COMPANY	83/10/31	1/00	1	480661	480661	04800	CU FT	HOPPER	33,275.36	26,620.28
CONSOLIDATED GRAIN & BARG	0/00/00	1/00	5	480662	480666	04800	CU FT	HOPPER	166,376.80	133,101.40
STOCKLAND GRAIN COMPANY	83/10/31	1/00	1	480667	480667	04800	CU FT	HOPPER	33,275.36	26,620.28
CONSOLIDATED GRAIN & BARG	0/00/00	1/00	10	480668	480677	04800	CU FT	HOPPER	332,753.60	266,202.80
IROQUOIS FARMERS ELEVATOR	0/00/00	1/00	1	480678	480678	04800	CU FT	HOPPER	33,275.36	26,620.28
CONSOLIDATED GRAIN & BARG	0/00/00	1/00	1	480679	480679	04800	CU FT	HOPPER	33,275.36	26,620.28
IROQUOIS FARMERS ELEVATOR	0/00/00	1/00	1	480680	480680	04800	CU FT	HOPPER	33,275.36	26,620.28
CONSOLIDATED GRAIN & BARG	0/00/00	1/00	6	480681	480686	04800	CU FT	HOPPER	199,652.16	159,721.68
IROQUOIS FARMERS ELEVATOR	0/00/00	1/00	1	480687	480687	04800	CU FT	HOPPER	33,275.36	26,620.28
STOCKLAND GRAIN COMPANY	83/10/31	1/00	1	480688	480688	04800	CU FT	HOPPER	33,275.36	26,620.28
CONSOLIDATED GRAIN & BARG	0/00/00	1/00	1	480689	480689	04800	CU FT	HOPPER	33,393.07	26,714.45
NCF	0/00/00	0/00	1	480690	480690	04800	CU FT	HOPPER	33,275.36	26,620.28
CONSOLIDATED GRAIN & BARG	0/00/00	1/00	1	480691	480691	04800	CU FT	HOPPER	33,393.07	26,714.45
STOCKLAND GRAIN COMPANY	83/10/31	1/00	1	480692	480692	04800	CU FT	HOPPER	33,393.07	26,714.45
IROQUOIS FARMERS ELEVATOR	0/00/00	1/00	1	480693	480693	04800	CU FT	HOPPER	33,275.36	26,620.28
CONSOLIDATED GRAIN & BARG	0/00/00	1/00	3	480694	480696	04800	CU FT	HOPPER	99,943.23	79,954.57
STOCKLAND GRAIN COMPANY	83/10/31	1/00	1	480697	480697	04800	CU FT	HOPPER	33,393.07	26,714.45
CONSOLIDATED GRAIN & BARG	0/00/00	1/00	2	480698	480699	04800	CU FT	HOPPER	66,550.72	53,240.56
CIS EQUIPMENT LEASING COR	84/06/30	2/00	7	480700	480706	04800	CU FT	HOPPER	232,926.96	186,341.52
ENCUM TOTAL			1,730						55,302,240.97	44,241,785.71

## DEFINITIONS

AAR Value shall have the meaning assigned to it in the Master Agreement.

Affiliate shall have the meaning assigned to it in the Master Agreement.

Business Day shall have the meaning assigned to it in the Master Agreement.

Canadian Company means North American Car (Canada) Limited, an Ontario corporation.

Casualty Occurrence shall have the meaning assigned to it in Section 4 hereof.

Code means the Uniform Commercial Code as adopted and in effect from time to time in Illinois.

Company means North American Car Corporation, a Delaware corporation.

Collateral means all of the property of the Company described in the Granting Clauses hereof.

Collateral Agent means The First National Bank of Chicago, or its successor selected pursuant to the Intercreditor Agreement, acting in its capacity as Collateral Agent under the Documents and not in its individual capacity.

Creditors means Bank of America National Trust and Savings Association, The Bank of New York, Bankers Trust Company, Barclays Bank International Limited, California Canadian Bank, Canadian Imperial Bank of Commerce, The Chase Manhattan Bank, N.A., Chemical Bank, Continental Illinois National Bank and Trust Company of Chicago, Credit Lyonnais, Crocker National Bank, Deutsche Bank AG, The First National Bank of Chicago, Fuyo General Lease Co., Ltd., Harris Trust and Savings Bank, Manufacturers Hanover Trust Company, Marubeni Corporation, Morgan Guaranty Trust Company of New York, Orient Leasing Co., Ltd., Seattle First National Bank, Societe Generale, Societe Generale de Banque, Union Bank of Switzerland and Wells Fargo Bank, National Association, and any permitted successors to the interests in the Obligations owing to any such corporation or institution pursuant to the Master Agreement.

Default shall have the meaning assigned to it in Section 10(a) hereof.

Documents shall have the meaning assigned to it in the Master Agreement.

Effective Date shall mean the date this Security Agreement becomes effective pursuant to Section 22 hereof.

Eminent Domain shall have the meaning assigned to it in the Master Agreement.

Equipment means all of the Units.

ETC Agreements shall have the meaning assigned to it in the Master Agreement.

Existing Prior Lien Agreement means the First 1972 Agreement.

First 1972 Agreement means the Equipment Trust Agreement dated as of February 1, 1972 by and between The Northern Trust Company, as Trustee, and the Company, as heretofore and hereafter amended or supplemented.

Intercompany Security Agreement means the Intercompany Security Agreement of even date herewith between the Canadian Company and the Company, as the same may be hereafter amended, modified or supplemented.

Intercreditor Agreement shall have the meaning assigned to it in the Master Agreement.

Lien shall have the meaning assigned to it in the Master Agreement.

Master Agreement means the Master Credit Terms Agreement of even date herewith among the Company, the Creditors and the Collateral Agent, as the same may be hereafter amended, modified or supplemented.

Obligations shall have the meaning assigned to it in the Master Agreement.

Officers' Certificate shall have the meaning assigned to it in the Master Agreement.

Opinion of Counsel means an opinion in writing signed by legal counsel who shall be satisfactory to the Collateral Agent and who may, unless in a particular instance the Collateral Agent shall otherwise require, be an employee of or of counsel to the Company. The acceptance by the Collateral Agent of, and its failure to object to, an Opinion of Counsel shall be sufficient evidence that such counsel is satisfactory to the Collateral Agent.

Prior Lien Agreements means one or more of the Existing Prior Lien Agreement and the Substitute Prior Lien Agreements.

Security Documents shall have the meaning assigned to it in the Master Agreement.

Substitute Prior Lien Agreement shall have the meaning assigned to it in Section 9(c) hereof.

Unencumbered Cars Security Agreement means the Unencumbered Cars Security Agreement of even date herewith among the Company, the Canadian Company and the Collateral Agent, as the same may be hereafter amended, modified or supplemented.

Unit means any unit of railroad equipment described in the Granting Clauses hereof, together with any and all accessories, additions, improvements, parts and equipment owned by the Company and at any time affixed to such unit.

OPINION OF ICC COUNSEL

The opinion of Wilmer, Cutler and Pickering, ICC Counsel to the Company, to be delivered pursuant to Section 12 of the Security Agreement, shall be satisfactory in form and substance to the Collateral Agent and shall be to the effect that:

Based on an examination of filings with the Interstate Commerce Commission (the "Commission") pursuant to Section 11303(a) of the Interstate Commerce Act (the "Act"), 49 U.S.C. §11303(a):

1. The Security Agreement has been duly filed with the Commission pursuant to Section 11303(a) of the Act, and no other filing, registration or recording is necessary in the United States to protect the Collateral Agent's security interest in the Equipment, the rights of the Company therein and the rights of the Company, as lessor, in, to and under all leases thereof.

2. The Equipment described in Schedule 1 hereto and the rights of the Company, as lessor, in, to and under all leases thereof are free and clear of all liens and encumbrances and any claims of third parties other than the Existing Prior Lien Agreement, the Security Agreement and

liens not prohibited under Section 5.01 of the Master  
Agreement other than clause (a) thereof.

OPINION OF CANADIAN COUNSEL

The opinion of Osler, Hoskin & Harcourt, Canadian counsel to the Company, to be delivered pursuant to Section 12 of the Security Agreement, shall be satisfactory in form and substance to the Collateral Agent and shall be to the effect that:

1. The Security Agreement was, within 21 days of the date of the execution thereof, deposited in the office of the Registrar General of Canada pursuant to Section 86 of the Railway Act of Canada, and all arrangements have been made for publication of notice of such deposit in the Canada Gazette, and no other deposit, filing, registration or recording is necessary for the effective perfection or protection in Canada of the Collateral Agent's security interest in the Equipment described in the Security Agreement.

2. Duly executed counterparts of the Security Agreement, or financing statements with respect to the Collateral, other than the Equipment, described therein, have been registered, filed or recorded within the required time periods in the Provinces of British Columbia, Alberta, Saskatchewan, Manitoba and Ontario, and no other deposit, filing, registration or recording is necessary in such provinces for the effective perfection or protection in such

provinces of the Collateral Agent's security interest in the Collateral, other than the Equipment, described in the Security Agreement.

3. The Security Agreement creates a valid and perfected security interest in favor of the Collateral Agent, enforceable against the Company and the Canadian Company in accordance with its terms, except as enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws affecting the enforcement of creditors' rights generally and by general principles of equity.

4. No consent, approval, authorization or order of, or notice to or registration or filing with, the Canadian Government or any province or any subdivision of any of them or any agency or department of any of them, other than the deposits, filings and recordations referred to in paragraphs 1 and 2, is necessary in connection with the execution by the Company of the Master Agreement and by the Company and the Canadian Company of the Security Agreement or any transaction contemplated by either thereof.

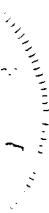
OPINION OF COMPANY COUNSEL

The opinion of Pedersen & Houpt P.C., counsel to the Company, to be delivered pursuant to Section 12 of the Security Agreement, shall be satisfactory in form and substance to the Collateral Agent and shall be to the effect that duly executed counterparts of the Security Agreement, or a financing statement with respect to the Collateral, other than the Equipment, described therein, have been filed pursuant to the Code in the State of Illinois, and no other filing, registration or recording is necessary for the effective perfection or protection in the United States of the Collateral Agent's security interest in the Collateral, other than the Equipment, described in the Security Agreement.

City of Washington      )  
                            )  
District of Columbia    ) SS

I,         JoAnn G. Wild                   , a notary public  
in and for the District of Columbia due hereby certify  
that annexed hereto, is a true, complete and correct  
copy of the ETC Cars Security Agreement No. 3 dated  
September 8, 1983.

Given under my hand and seal this 12th day of  
September 1983.

  
John G. Wild  
N.P., D.C.  
JoAnn G. Wild  
Notary Public, District of Columbia  
My Commission Expires Dec. 15, 1987

0779K See Record #15039

#14146

CERTIFICATE

The undersigned, being duly appointed officers of General  
Electric Credit Corporation, a ~~Delaware~~ corporation ("GECC"), and  
North American Car Corporation, a Delaware corporation ("NACC"), do  
hereby certify that the transactions contemplated by the Asset  
Purchase Agreement, dated the 14th day of February, 1986, as  
amended, entered into by and among GECC and NACC and certain of its  
subsidiaries and approved pursuant to orders of the United States  
Bankruptcy Court for the Central District of California in Case  
No. LA 84-23401-BR through LA 84-23417-BR authorizing such sale were  
consummated on July 3, 1986. Pursuant to the orders of the  
Bankruptcy Court, NACC and its subsidiaries sold each and every  
railcar owned by them to GECC free and clear of any and all claims,  
encumbrances, rights and security interests, including the security  
interests filed with the Interstate Commerce Commission under the  
recordation numbers listed on Exhibit A attached hereto.

IN WITNESS WHEREOF, the undersigned have caused this Certificate  
to be executed as of this 3rd day of July, 1986.

ATTEST:

By James P. Drex  
ITS ASSISTANT SECRETARY

GENERAL ELECTRIC CREDIT CORPORATION,  
a ~~Delaware~~ Corporation  
~~NEW YORK~~

By John A. O'Brien  
Its DESIGNATED REPRESENTATIVE

NORTH AMERICAN CAR CORPORATION, a  
Delaware Corporation

ATTEST:

By James P. Drex

By Michael A. O'Brien  
Its PRESIDENT